

TERMS AND CONDITIONS

Auto Park – Terms and Conditions

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TERMS & CONDITIONS

PLEASE NOTE: SECTION 31 OF THESE TERMS & CONDITIONS CONTAINS AN ARBITRATION CLAUSE & CLASS ACTION WAIVER. IT AFFECTS HOW DISPUTES WITH AUTO PARK ARE RESOLVED. BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES & OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS & EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION & VENUE OF DISPUTES & OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS & REGULATIONS. THIS IS A BINDING AGREEMENT BETWEEN AUTO PARK, INC. (REFERRED TO AS "AUTO PARK," WE," "US" OR "OUR") & ANY PERSON WHO HAS INDICATED THEIR ASSENT HERETO BY CLICKING "I AGREE" OR SIMILARLY EXPRESSING ACCEPTANCE. ANY PERSONS WHO ACCESS OR ESTABLISH A CONNECTION TO THE SERVICES WILL ALSO BE DEEMED TO HAVE ACCEPTED THE TERMS OF THIS AGREEMENT.

IN PARTICULAR, OWNERS SHOULD UNDERSTAND HOW THE LAWS WORK IN THEIR RESPECTIVE CITIES. SOME CITIES MAY HAVE LAWS THAT RESTRICT THEIR ABILITY TO RENT A PARKING SPOT FOR SPECIFIED PERIODS. THESE LAWS ARE OFTEN PART OF A CITY'S ZONING OR ADMINISTRATIVE CODES. IN MANY CITIES, OWNERS MUST REGISTER, GET A PERMIT, OR OBTAIN A LICENSE BEFORE LISTING A PARKING SPOT OR ACCEPTING A RENTERS' REQUEST TO PAY TO USE ONE. CERTAIN TYPES OF SHORT-TERM BOOKINGS MAY BE PROHIBITED ALTOGETHER. LOCAL GOVERNMENTS VARY GREATLY IN HOW THEY ENFORCE THESE LAWS. PENALTIES MAY INCLUDE FINES OR OTHER ENFORCEMENT. OWNERS SHOULD REVIEW LOCAL LAWS BEFORE LISTING A PARKING SPOT ON AUTO PARK. EXCEPT AS OTHERWISE PROVIDED HEREIN, OWNER SHALL NOT BE LIABLE TO RENTER, ITS INVITEES OR GUESTS, OR TRESPASSERS, FOR ANY DAMAGE, INJURY, LOSS, COMPENSATION OR CLAIM RELATING TO THE PARKING SPOT, INCLUDING WITHOUT LIMITATION CLAIMS FOR THE INTERRUPTION OF OR LOSS OF BUSINESS, BASED ON, ARISING OUT OF, OR RESULTING FROM ANY CAUSE WHATSOEVER, UNLESS SUCH PARTY ESTABLISHES THAT THERE HAS BEEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON

THE PART OF OWNER (AND THEN ONLY TO THE EXTENT THAT SUCH PARTY IS NOT COMPENSATED THEREFOR BY INSURANCE THAT SUCH PARTY CARRIES OR IS REQUIRED TO CARRY PURSUANT TO THE TERMS HEREOF).

Last Updated: Sept 21, 2022

1. Key Terms

Auto Park provides an online technology platform for real-estate owners and managers to manage their parking assets in a more efficient manner (collectively, the “**Services**”), which Services are accessible at www.Auto Park.com & any other websites through which Auto Park makes the Services available (collectively, the “**Site**”) & as applications for mobile, tablet & other smart devices & application program interfaces (collectively, the “**Application**”).

“**Product and Services**” include:

1.

1. **Access+**

- Is an “Internet of Things” (IoT) solution that eliminates the need for physical items like clickers and fobs
- Saves cost and management effort by allowing users to control secure doors and gates through the Auto Park app

2. **AutoPark**

- A bespoke guest parking platform that is an amenity for apartments and condominiums – either to increase income, convenience, or both
- Increases resident satisfaction while also reducing management effort
- An ideal solution for assets zoned for accessory parking use

3. **Enforcer**

- Admin tools to quickly check for authorized vehicles
- Frees up time for management staff or enforcement agencies

4. **Marketplace**

- Uses proprietary Predictive Analytics & AI algorithms to maximize value earned
- Helps real estate private, self-managed parking owners increase revenue

5. **Internal Tenant Management**

- Provides parking solutions to owners & managers for managing internal tenant rent collection, access control and a digital payment option

6. **License Plate Reader (LPR)**

- Provides automated access control and enforcement using automated license plate recognition hardware and software. [Click here for LPR specific terms, conditions, and privacy.](#)

“**Booking**” means a limited license granted by the Owner to the Renter to enter & use the Listing for the limited duration of the confirmed booking, during which time the Owner (only where & to the extent permitted by applicable law) retains the right to re-enter the Parking Spot, in accordance with the Renter’s agreement with the Owner. Please note, as used on the Site, Applications & Services, “Book” has the same meaning as “Booking;” both terms mean a limited license to enter & use the Parking Spot for the duration of the confirmed booking as defined above.

“**Booking Request Period**” means the time period starting from the time when a Booking is requested by a Renter (as determined by Auto Park in its sole discretion), within which an Owner

may decide whether to confirm or reject that Booking request, as stated on the Site, Application or Services. Different Booking Request Periods may apply in different places.

“Collective Content” means Member Content & Auto Park Content.

“Communication” means an email, message via the Application or text message.

“Content” means text, graphics, images, music, documents, software (excluding the Application), audio, video, information or other materials.

“Renter” means a Member who requests from an Owner a Booking of a Listing via the Site, Application or Services, or a Member who utilizes a Parking Spot & is not the Owner of the associated Listing.

“Owner” means a Member who creates a Listing via the Site, Application & Services.

“Listing” means a Parking Spot that is listed by an Owner as available for Booking via the Site, Application & Services.

“Member” means a person who completes Auto Park’s account registration process, including but not limited to Owners & Renters, as described under “Account Registration” below.

“Member Content” means all Content that a Member posts, uploads, publishes, submits, transmits, or includes in their Listing, Member profile or Auto Park promotional campaign to be made available through the Site, Application or Services.

“Auto Park Content” means all Content that Auto Park makes available through the Site, Application, Services, or its related promotional campaigns & official social media channels, including any Content licensed from a third party, but excluding Member Content.

“Parking Spot” means a designated area within a community for parking motorized vehicles such as a car, passenger van or motorcycle.

“Tax” or **“Taxes”** mean any sales taxes, value added taxes (VAT), goods & services taxes (GST), or fees (such as convention center fees) that Parking Spot providers may be required by law to collect & remit to governmental agencies & other similar municipal, state, federal & national indirect or other withholding & personal or corporate income taxes.

“Restricted Vehicles” or **“Prohibited Vehicles”** includes salvage or vehicles in an inoperable state, also includes commercial vehicles and/or fleet vehicles and trailers, and or vehicles which are prohibited from parking within certain zoning jurisdictions

ACCESS TO THIS SITE

To access any part of this website, www.AutoPark.com (the “Website”), app.AutoPark.com and the Auto Park mobile application (the “Application”) or other software, resources or services made available by Auto Park (all of the foregoing, the “Services”), you are asked to provide registration information. It is a condition of your use of the Services that all the information you provide is correct, current, and complete. Auto Park may terminate or suspend your access to the Services, if Auto Park believes the information you provide is inaccurate.

You agree that Auto Park may, without prior notice for any reason or no reason, immediately terminate your account and access to the Services. You agree that all terminations for cause will be made in Auto Park’s discretion and that Auto Park will not be liable to you or any third-party for any termination of your account.

2. Terms of Service

By using the Site, Application or Services, you agree to comply with & be legally bound by the terms & conditions of these Terms of Service (**“Terms”**), whether or not you become a registered user of the Services. These Terms govern your access to & use of the Site, Application & Services & all Collective Content (defined below) & constitute a binding legal agreement between you & Auto Park.

In addition, certain areas of the Site & Application (and your access to or use of certain aspects of the Services or Collective Content) may have different terms & conditions, standards, guidelines, or policies posted or may require you to agree with & accept additional terms & conditions. If there is a conflict between these Terms & terms & conditions posted for a specific area of the Site, Application, Services, or Collective Content, the latter terms & conditions will take precedence with respect to your use of or access to that area of the Site, Application, Services, or Collective Content.

If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site, Application or Services. Failure to use the Site, Application or Services in accordance with these Terms may subject you to civil & criminal penalties.

Marketplace specific terms:

THE SITE, APPLICATION & SERVICES COMPRISE AN ONLINE PLATFORM THROUGH WHICH OWNERS MAY CREATE LISTINGS FOR PARKING SPOTS & RENTERS MAY LEARN ABOUT & BOOK PARKING SPOTS DIRECTLY WITH THE OWNERS. YOU UNDERSTAND & AGREE THAT AUTO PARK IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN OWNERS & RENTERS, NOR IS AUTO PARK A BROKER, AGENT OR INSURER. AUTO PARK HAS NO CONTROL OVER THE CONDUCT OF OWNERS, RENTERS & OTHER USERS OF THE SITE, APPLICATION & SERVICES OR ANY PARKING SPOTS & DISCLAIMS ALL LIABILITY IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IF YOU CHOOSE TO CREATE A LISTING ON AUTO PARK, YOU UNDERSTAND & AGREE THAT YOUR RELATIONSHIP WITH AUTO PARK IS LIMITED TO BEING A MEMBER & AN INDEPENDENT, THIRD-PARTY CONTRACTOR & NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF AUTO PARK FOR ANY REASON & YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF & FOR YOUR OWN BENEFIT & NOT ON BEHALF OF OR FOR THE BENEFIT OF AUTO PARK. AUTO PARK DOES NOT CONTROL & HAS NO RIGHT TO CONTROL, YOUR LISTING, YOUR OFFLINE ACTIVITIES ASSOCIATED WITH YOUR LISTING, OR ANY OTHER MATTERS RELATED TO ANY LISTING, THAT YOU PROVIDE. AS A MEMBER YOU AGREE NOT TO DO ANYTHING TO CREATE A FALSE IMPRESSION THAT YOU ARE ENDORSED BY, PARTNERING WITH, OR ACTING ON BEHALF OF OR FOR THE BENEFIT OF AUTO PARK, INCLUDING BY INAPPROPRIATELY USING ANY AUTO PARK INTELLECTUAL PROPERTY.

YOU ACKNOWLEDGE & AGREE THAT, BY ACCESSING OR USING THE SITE, APPLICATION OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, VIA THE APPLICATION OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ & THAT YOU UNDERSTAND & AGREE TO BE BOUND BY THESE TERMS & RECEIVE OUR SERVICES, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE & APPLICATION. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent & warrant that you have the authority to bind that company or other legal entity to these Terms &, in such event, "you" & "your" will refer & apply to that company or other legal entity.

3. Modification

Auto Park reserves the right, at its sole discretion, to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time & without prior notice. If we modify these Terms, we will post the modification on the Site or via the Application &/or provide you notice of the modification by email. We will also update the "Last Updated" date at the top of these Terms. Changes to the Terms will be effective at the time of posting. Your continued access or use of the Site, Application or Services will constitute acceptance of the modified Terms. Additionally, if the

modified Terms contain material changes applicable to existing Members (by decreasing your rights or increasing your responsibilities), we will provide you with notice prior to the changes taking effect. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site, Application & Services. If you do not close your Auto Park Account (defined below) you will be deemed to have accepted the changes.

4. Eligibility

The Site, Application & Services are intended solely for persons who are 18 or older. Any access to or use of the Site, Application or Services by anyone under 18 is expressly prohibited. By accessing or using the Site, Application or Services you represent & warrant that you are 18 or older.

5. How the Site, Application & Services Work

The Site, Application & Services can be used to manage assets suitable for parking vehicles. The Auto Park Smart Parking Platform is comprised of modular solutions that can be implemented on their own or packaged together depending on the needs of a given customer or property:

1. **Access+**
 - Is an “Internet of Things” (IoT) solution that eliminates the need for physical items like clickers and fobs
 - Saves cost and management effort by allowing users to control secure doors and gates through the Auto Park app
2. **GuestPark**
 - A bespoke guest parking platform that is an amenity for apartments and condominiums – either to increase income, convenience, or both
 - Increases resident satisfaction while also reducing management effort
 - An ideal solution for assets zoned for accessory parking use
3. **Enforcer**
 - Admin tools to quickly check for authorized vehicles
 - Frees up time for management staff or enforcement agencies
4. **Marketplace**
 - Uses proprietary Predictive Analytics & AI algorithms to maximize value earned
 - Helps real estate private, self-managed parking owners increase revenue
5. **Internal Tenant Management**
 - Provides parking solutions to owners & managers for managing internal tenant rent collection, access control and a digital payment option

The “**Marketplace**” Site, Application & Services can be used to facilitate the listing & Booking of **Parking Spots**. Such Parking Spots are included in Listings on the Site, Application & Services by Owners. You may view Listings as an unregistered visitor to the Site, Application & Services; however, if you wish to book a Parking Spot or create a Listing, you must first register to create a Auto Park Account.

As stated above, Auto Park makes available an online platform or marketplace with related technology for Renters & Owners to meet online & arrange for Bookings of Parking Spots directly with each other. Auto Park is not an owner or operator of properties, including, but not limited to, parking lots, parking garages, car ports, other parking facilities or Parking Spots, nor is it a provider of properties, including, but not limited to, parking lots, parking garages, car ports, other parking facilities or Parking Spots & Auto Park does not own, sell, resell, provide, lease &/or control

properties, including, but not limited to, parking lots, parking garages, car ports, other parking facilities or Parking Spots or transportation or travel services. Unless explicitly specified otherwise in the Auto Park platform, Auto Park's responsibilities are limited to (i) facilitating the availability of the Site, Application & Services & (ii) serving as the limited payment collection agent of Owners for the purpose of accepting payments from Renters.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE, APPLICATION & SERVICES ARE INTENDED TO BE USED TO FACILITATE OWNERS & RENTERS CONNECTING & BOOKING PARKING SPOTS DIRECTLY WITH EACH OTHER. AUTO PARK CANNOT & DOES NOT CONTROL THE CONTENT CONTAINED IN ANY LISTINGS & THE CONDITION, LEGALITY OR SUITABILITY OF ANY PARKING SPOTS. AUTO PARK IS NOT RESPONSIBLE FOR & DISCLAIMS ANY & ALL LIABILITY RELATED TO ANY & ALL LISTINGS & PARKING SPOTS. ACCORDINGLY, ANY BOOKINGS WILL BE MADE OR ACCEPTED AT THE MEMBER'S OWN RISK.

6. Account Registration

In order to access certain features of the Site & Application & to manage or monetize Parking Spot, you must register to create an account ("**Auto Park Account**") & become a Member or execute an agreement with Auto Park. You may register to join the Services directly via the Site or Application or as described in this section.

Your Auto Park Account & your Auto Park Account profile page will be created for your use of the Site & Application based upon the personal information you provide to us. You may not have more than one (1) active Auto Park Account. You agree to provide accurate, current & complete information during the registration process & to update such information to keep it accurate, current & complete. Auto Park reserves the right to suspend or terminate your Auto Park Account & your access to the Site, Application & Services if you create more than one (1) Auto Park Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Service.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party.

Unless expressly authorized by a specific feature on Auto Park, you are not permitted to share your Auto Park Account with anyone or allow others to access or use your Auto Park Account. Auto Park may enable features, in our discretion, that allow other Members to take certain actions associated with your Auto Park Account, on your behalf with your express authorization, such as adding a family member to your account as an additional Owner. You agree that you will take sole responsibility for any activities or actions under your Auto Park Account, whether or not you have authorized such activities or actions. You will immediately notify Auto Park of any unauthorized use of your Auto Park Account.

7. Parking Spot Management and Listings

As a Member, you may create Listings to manage access for internal tenants and guests. To create a Listing, you will be asked a variety of questions about the Parking Spot to be listed, including, but not limited to, the location, size, accessibility, features & duration of availability of the Parking Spot & pricing & related rules & financial terms. In order to be featured in Listings via the Site, Application & Services, all Parking Spots must have valid physical addresses. Listings will be made publicly available via the Site, Application & Services. You understand & agree that Auto Park may accept Listings & provide services with respect to other Parking Spots that may compete with your Parking

Spot for Renters & that the placement or ranking of Listings in search results may depend on a variety of factors, including, but not limited to, Renter & Owner preferences, ratings &/or ease of Booking.

Other Members will be able to book your Parking Spot via the Site, Application & Services based upon the information provided in your Listing, your Renter requirements & Renters' search parameters & preferences. You understand & agree that once a Renter books your Parking Spot, you may not request the Renter to pay a higher price than in the listing.

You acknowledge & agree that you alone are responsible for any & all Listings & Member Content you post. Accordingly, you represent & warrant that any Listing you post & the Booking of, or a Renter's use of a Parking Spot in a Listing you post (i) will not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, facilities lease or other third party agreements & (ii) will (a) be in compliance with all applicable laws (such as zoning laws), Tax requirements, Intellectual Property laws & rules & regulations that may apply to any Parking Spot included in a Listing you post (including having all required permits, licenses & registrations) & (b) not conflict with the rights of third parties. Please note that Auto Park assumes no responsibility for an Owner's compliance with any agreements with or duties to third parties, applicable laws, rules & regulations. Auto Park reserves the right, at any time & without prior notice, to remove or disable access to any Listing for any reason, including Listings that Auto Park, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Site, Application or Services.

If you are an Owner, you understand & agree that Auto Park does not act as an insurer or as your contracting agent. If a Renter requests a Booking of your Parking Spot & stays at your Parking Spot, any agreement you enter into with such Renter is between you & the Renter & Auto Park is not a party to it.

When you create a Listing, you may also choose to include certain requirements which must be met by the Members who are eligible to request a Booking of your Parking Spot, such as requiring Members to have a valid driver's license & automobile registration, proof of insurance or a verified phone number, in order to book your Parking Spot. Any Member wishing to book Parking Spots included in Listings with such requirements must meet these requirements.

8. No Endorsement: Important Warranty Disclaimers

Auto Park does not endorse any Member, Listing or Parking Spot. Auto Park makes no warranty regarding the quality or safety of Parking Spots or the accuracy, timeliness, truthfulness, completeness or reliability of any content displayed within the Services, including Listings.

You understand that photographs, if any, are intended only to indicate a photographic representation of the Parking Spot at the time the photograph was taken. Submissions are therefore not an endorsement by Auto Park of any Member, Listing or Parking Spot.

Members are required by these Terms to provide accurate information. Although Auto Park may, for transparency or fraud prevention or detection purposes, directly or through third parties, ask you to provide a form of government identification, your date of birth & other information, or undertake additional checks & processes designed to help verify or check the identities or backgrounds of Members &/or screen Member information against third party databases or other sources, we do not make any representations about, confirm, or endorse any Member or the Member's purported identity or background.

Any references in the Site, Application or Services to a Member being “verified” or “connected” (or similar language) only indicate that the Member has completed a relevant verification or identification process & does not represent anything else. Any such description is not an endorsement, certification or guarantee by Auto Park about any Member, including of the Member’s identity & whether the Member is trustworthy, safe or suitable. Instead, any such description is intended to be useful information for you to evaluate when you make your own decisions about the identity & suitability of others whom you contact or interact with via the Site, Application & Services. We therefore recommend that you always exercise due diligence & care when deciding whether to have any interaction with any Member & to conduct yourself with a level of caution appropriate for dealings with persons not personally known to you. Auto Park is not responsible for any damage or harm resulting from your interactions with other Members.

By using the Site, Application or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm. You agree not to attempt to impose liability on or seek any legal remedy from Auto Park with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Members on the Site & Services regarding any Bookings or Listings made by you. This limitation shall not apply to any claim by an Owner against Auto Park regarding the remittance of payments received from a Renter by Auto Park on behalf of an Owner, which instead shall be subject to the limitations described in the section below entitled “Limitation of Liability”.

9. Bookings & Financial Terms

1.

1. *Key definitions*

“Subscriptions” Some parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Auto Park cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Auto Park via email: support@AutoPark.com.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Auto Park with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Auto Park to charge any **“one-time”** fees and all **“Subscription”** fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Auto Park will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

“Owner Service Fees” means any fee that Auto Park charges an Owner for the use of the Services, which may be a fixed monthly technology fee or calculated as a percentage of the applicable Parking Spot Fees. A valid payment method, including credit card, is required to process any service fees, including but not limited to installation, one-time, subscription, refunds and cancellations.

“Parking Fees” means the amounts that are due & payable by a Renter in exchange for that Renter’s use of a Parking Spot. The Owner alone & not Auto Park, is responsible for the Parking Fees for his or her Listing. The Owner may in his or her sole discretion decide to include in these amounts Taxes that the Owner determines that he or she has to collect.

“Payment Method” means a payment method that you have added to your Auto Park Account, such as a credit card, debit card or PayPal.

“Renter Service Fees” means any fee that Auto Park charges a Renter for the use of the Services, which may be calculated as a fixed amount or a percentage of the applicable Parking Fees. The Renter Service Fees will be displayed to the Renter when the Renter is asked whether to send a Booking request to an Owner.

“Service Fees” means collectively the Renter Service Fees & the Owner Service Fees.

“Total Renter Fees” means collectively the Parking Fees & the Renter Service Fees plus any Taxes.

“Purchase Price” means the consideration paid for the purchase of a parking space in a parking area or garage, valued in money, whether received in money or otherwise, including cash, gift cards, credits, and property, and shall be determined without any deduction on account of the cost of materials used, labor or service costs, or any other expense whatsoever. “Purchase price” includes any and all charges that the recipient pays related to or incidental to obtaining the use or privilege of using a parking space in a parking area or garage, including but not limited to any and all related markups, service fees, convenience fees, facilitation fees, cancellation fees, overtime fees, or other such charges, regardless of terminology. If credit is extended, then the amount thereof shall be included only as and when payments are made.

“Free Trial”

Auto Park may, at its sole discretion, offer a Subscription with a free trial for a limited period of time (“Free Trial”). You may be required to enter your billing information in order to sign up for the Free Trial. If you do enter your billing information when signing up for the Free Trial, you will not be charged by Auto Park until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected. At any time and without notice, Auto Park reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

“Promotional Coupons”

Auto Park may, at its sole discretion, offer a discount via promotional coupons. At any time and without notice, Auto Park reserves the right to (i) modify the terms and conditions of the Promotional Coupon offer, or (ii) cancel such discount via promotional coupons.

“Fee Changes”

Auto Park, in its sole discretion and at any time, may modify the fees. Any fee change will become effective at the end of the then-current Billing Cycle.

Auto Park will provide the member with a reasonable prior notice of any change in fees to give the member an opportunity to terminate or change the service before the fee change becomes effective. Your continued use of the Service after the fee change comes into effect constitutes your agreement to pay the modified fee amount.

“Survivability”

Auto Park agreements will automatically renew on a month-to-month basis at the conclusion of the agreement period unless cancelled by either party

1.

• Bookings & Financial Terms for Owners

If you are an Owner & your Parking Spot is Booked via the Site, you will receive (i) the first & last name of the Renter who has booked your parking spot, (ii) a link to the Renter’s Auto Park Account profile page for you to communicate with the owner & (iii) an indication of whether or not the Renter has provided other information to Auto Park, such as a valid driver’s license & automobile registration, proof of insurance or a verified phone number. If you cancel a Booking within the

allowed cancellation Period, any amounts collected by Auto Park for the requested Booking will be refunded to the applicable Renter. When you confirm a Booking requested by a Renter, Auto Park will send you a Communication confirming such Booking, depending on the selections you make via the Site, Application & Services.

Auto Park will collect the Total Renter Fees from Renters at the time of the Booking request or upon the Owner's confirmation & will initiate payment of the Parking Fees (less the Owner Service Fees) to the Owner on a monthly basis. The time it takes for the Owner to receive payments may depend upon the method that the Owner chooses for receiving payments. Some methods involve the use of third-party payment processors, which may impose their own additional charges for the use of their services directly on the Owner.

Each Owner hereby appoints Auto Park as the Owner's limited payment collection agent solely for the purpose of accepting the Parking Fees from Renters. In accepting this appointment, Auto Park assumes no liability for any acts or omissions of the Owner.

Each Owner agrees that Auto Park may, in accordance with the cancellation policy selected by the Owner & reflected in the relevant Listing, (i) permit the Renter to cancel the Booking & (ii) refund to the Renter that portion of the Parking Fees specified in the applicable cancellation policy, as more fully set forth below.

1.

- *Bookings & Financial Terms for Renters*

The Owners, not Auto Park, are solely responsible for honoring any confirmed Bookings & making available any Parking Spots reserved through the Site, Application & Services. If you, as a Renter, choose to enter into a transaction with an Owner for the Booking of a Parking Spot, you agree & understand that you will be required to enter into an agreement with the Owner & you agree to accept any terms, conditions, rules & restrictions associated with such Parking Spot imposed by the Owner.

You acknowledge & agree that you & not Auto Park, will be responsible for performing the obligations of any such agreements, that Auto Park is not a party to such agreements & that Auto Park (inclusive of all subsidiaries) disclaims all liability arising from or related to any such agreements.

The Total Renter Fees payable will be displayed to a Renter before the Renter sends a Booking request to an Owner. As noted above, the Owner is required to either preapprove, confirm or reject the Booking request within the Booking Request Period; otherwise, the requested Booking will be automatically cancelled. Upon receipt of your Booking request, Auto Park may initiate a pre-authorization &/or charge a nominal amount to your Payment Method

You as a Renter agree to pay the Total Renter Fees for any Booking requested & in most cases confirmed, in connection with your Auto Park Account. If you are directed to Auto Park's third-party payment processor, you may be subject to terms & conditions governing use of that third party's service & that third party's personal information collection practices. Please review these third-party terms & conditions & privacy policies before using the services.

Once your confirmed Booking transaction is complete you will receive a confirmation Communication summarizing your confirmed Booking.

1.

- *Service Fees & Other Fees*

In consideration for the use of Auto Park's platform, Auto Park charges Service Fees. Auto Park Payments collects these Service Fees &, where applicable, may also collect Taxes in respect of the Owner Service Fees & Renter Service Fees. Auto Park deducts the Owner Service Fees from the Parking Fees before remitting the balance to the Owner as described in Section 9B above. Renter Service Fees are, as noted in Section 9C above, are included in the Total Renter Fees.

Applicable Renter Fees will be shown to Renters via the Site & Application at checkout, prior to their submission of a Booking request. &, Auto Park will disclose applicable Owner Fees to Owners via the Site & Application.

Subscription Cancellation Fee for extenuating circumstances: You as the owner agree to make a best efforts attempt to honor the reservations at your property. In the event of termination of rentals prior to the completion of the rental subscription period, you as the owner agree to forfeiture of the undistributed funds received from the parking within the subscription period.

1.

- *Cancellations & Refunds*

Subscription fees are non-refundable. Following your voluntary termination of the Services, you will not be entitled to receive any refund of prepaid fees, although you will be able to continue using the Services until the end of the monthly (or other periodic) subscription period for which you have paid.

As a Renter, you may cancel your reservation for a Parking Spot only in accordance with the cancellation policy of the Owner contained in the original Listing, or with the permission of the Owner & Auto Park will refund any amounts collected by Auto Park in connection with the canceled reservation within a reasonable time. However, regardless of the cancellation policy set by the Owner, the Renter Service Fee is non-refundable.

As an Owner, you may cancel a reservation for a Parking Spot up to 24 hours before the scheduled start time of the reservation ("Owner Cancellation Period"). If as an Owner you cancel a reservation request within the Owner Cancellation Period, Auto Park will refund any Parking Fee collected by Auto Park in connection with the canceled reservation within a reasonable time, including any amount of any Owner Service Fee that was deducted from the relevant Parking Fee by Auto Park, & Auto Park will be entitled to collect and offset the amount of the refunded Owner Service Fee from any amounts that Auto Park would otherwise owe you as Owner. The Renter Service Fee is non-refundable.

Auto Park may apply penalties to or impose consequences for Owner cancellations, including (1) publishing an automated review on your Listing indicating that a reservation was cancelled, (2) keeping the calendar for your Listing unavailable or blocked for the dates of the cancelled reservation, or (3) imposing a cancellation fee up to \$50 (which may be withheld from your future payments). You will be notified of the situations in which a cancellation fee applies before you decide to cancel.

In certain exceptional circumstances, Auto Park may decide that it is necessary or desirable to cancel a confirmed reservation, in which case Auto Park may also determine, in its sole discretion, to refund to the Renter all or part of the Parking Fee. You agree that Auto Park & the relevant Renter or Owner will not have any liability for such cancellations or refunds.

1.

- Default Terms & Conditions Between Owner & Renter. Except as otherwise agreed to in writing by Owner & Renter, the following terms will apply to each Booking:

Each Booking will be deemed to mean a limited license granted by Owner to Renter to enter & use the designated Parking Spot for the limited duration of the confirmed booking, during which time

Owner (only where & to the extent permitted by applicable Law) retains the right to re-enter the designated Parking Spot.

Owner retains the right to terminate the license to use the Parking Spot at any time for any reason, including without limitation Renter's (i) failure to timely make payment through Auto Park or (ii) breach of these Terms & Conditions.

Any & all injury, breakage or damage to the Parking Spot or Owner's premises, caused by Renter or its invitees or guests shall be repaired at the sole expense of Renter.

Renter will use the Parking Spot(s) solely for the purpose of parking passenger vehicles; only one vehicle may be parked in each space.

All vehicles must have current registration, be adequately insured & be in operable condition.

Any vehicle without license plates, without current registration, that appears to be inoperable or abandoned, or is otherwise not in compliance with these Terms & Conditions is subject to tow at Renter's expense.

If Renter fails to timely make payment through Auto Park, such Renter's vehicle shall similarly be subject to tow at Renter's expense. Cleaning or repair of vehicles is not permitted inside Owner's premises.

ALL VEHICLES & OTHER PERSONAL PROPERTY OF RENTER, OR ITS INVITEES OR GUESTS, IN & ON THE PARKING SPOT(S) OR ANY PART OF OWNER'S PREMISES, SHALL BE & REMAIN THEREIN UNDER ANY & ALL CIRCUMSTANCES AT THE SOLE RISK OF RENTER & OWNER SHALL IN NO EVENT BE LIABLE TO ANY SUCH PERSON OR PARTY FOR ANY DAMAGE TO, OR LOSS THEREOF. FURTHER, OWNER ASSUME NO RESPONSIBILITY & SHALL NOT BE LIABLE FOR DAMAGE TO VEHICLES OR FOR ANY ARTICLES LEFT IN ANY VEHICLES, OR ANY LOSS BY THEFT OF ANY VEHICLE, OR FOR ANY PART THEREOF, BY FIRE, VANDALISM, COLLISION OR OTHERWISE, & RENTER WAIVES ANY & ALL CLAIMS AGAINST OWNER IN CONNECTION WITH THE FOREGOING. VALUABLES SHOULD NOT BE LEFT IN AUTOMOBILES, & ALL AUTOMOBILES SHOULD BE LOCKED AT ALL TIMES. LICENSOR SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY TO RENTER, ITS INVITEES OR GUESTS, OR TRESPASSERS ARISING FROM THE USE & CONDITION OF THE PARKING SPOT(S) OR ANY PART OF OWNER'S PREMISES, UNLESS SUCH PARTY ESTABLISHES THAT THERE HAS BEEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF OWNER (AND THEN ONLY TO THE EXTENT THAT SUCH PARTY IS NOT COMPENSATED THEREFOR BY INSURANCE THAT SUCH PARTY CARRIES OR IS REQUIRED TO CARRY PURSUANT TO THE TERMS HEREOF). EXCEPT AS OTHERWISE PROVIDED HEREIN, OWNER SHALL NOT BE LIABLE TO RENTER, ITS INVITEES OR GUESTS, OR TRESPASSERS, FOR ANY DAMAGE, INJURY, LOSS, COMPENSATION OR CLAIM RELATING TO THE PARKING SPOTS OR OWNER'S PREMISES, INCLUDING WITHOUT LIMITATION CLAIMS FOR THE INTERRUPTION OF OR LOSS OF BUSINESS, BASED ON, ARISING OUT OF, OR RESULTING FROM ANY CAUSE WHATSOEVER.

Renter will indemnify & save harmless Owner from any & all liability, damage, expense, cause of action, suits, claims, judgments & cost of defense (including without limitation, reasonable attorneys' fees, disbursements & actual costs) arising from injury to person or damage to property in Owner's premises, or upon any adjoining sidewalks or public areas adjacent thereto, which arise out of or relate in any way to (i) any act or omission of Renter or its invitees or guests, (ii) Renter's use of the Parking Spot(s) or Owner's premises or (iii) any breach of these terms & conditions, in all events except to the extent caused directly by the gross negligence or willful misconduct of Owner.

10. Taxes

Depending on the amount of Parking Fees you earn through the Services, tax regulations may require us to collect appropriate tax information from you as Owner, or to withhold Taxes from payments to you, or both. If we request information from you for this purpose, you agree to provide it promptly & to keep it current, complete & accurate. If you as Owner fail to provide us with information or documentation that we determine to be necessary to meet our obligations to withhold Taxes, we may suspend payments to you until we receive the information necessary to enable us to withhold the amounts required by law.

You as Owner understand & agree that you are solely responsible for determining (1) your applicable Tax reporting requirements & (2) the Taxes that should be charged at the time of reservation. You are also solely responsible for remitting to the relevant authority any Taxes received by you. Auto Park cannot & does not offer Tax-related advice to any Members.

PLEASE NOTE:

- 1) Auto Park has no ownership interest in, or legal right to operate, lease or license parking areas or garages.
- 2) You as the Owner control and set the inventory of parking spaces customers may reserve using the Auto Park's Platform and services.
- 3) You as the Owner establish the purchase price for the parking spots.
- 4) Auto Park will market or facilitate the rental of the parking spaces at the purchase price set by you as the Owner.
- 5) All taxes are included in the "Purchase price".
- 6) Any additional fees charged to customers and retained by the Auto Park are separately stated;
- 7) If applicable, you as the Owner will pay the tax imposed by the any government entities (City, County, State etc.) on the "Purchase price" established by you as the Owner and paid by the Renter.
- 8) If applicable, you as the Owner must register with the required government entities (City, County, State etc.) to collect and remit the tax imposed by those government bodies.

11. Signage/Materials

It is the responsibility of the customer to ensure that signage and communication requested/produced in conjunction with a Auto Park account is in compliance with all applicable statutes, local and national, including HUD Fair Housing, etc.

12. Damage to Property

You as Renter are responsible for leaving the Parking Spot in the condition you found it in when you arrived. Auto Park may in its discretion provide tools as part of the Services to enable Owners & Renters to communicate about issues that may arise relating to property damage. However, Auto Park is not responsible to take any specific steps to investigate or mediate disputes. The responsibility to address & resolve any such issues lies solely with Owners & Renters.

You as a Renter understand & agree that you are parking at your own risk & the Owner is not responsible for any damage to your vehicle or the loss of personal belongings left in the vehicle, or any loss by theft of any vehicle, or for any part thereof, by fire, vandalism, collision, or otherwise & Renter waives any & all claims against Owner in connection with the foregoing.

13. Fines and Towing

Vehicles are to be parked in designated parking areas only. Any illegally parked vehicles are subject to ticketing and/or towing; any applicable fines/towing fees are the sole responsibility of the vehicle

owner. Auto Park assumes no liability. Properties that require parking passes will have passes available to upon completing the purchase on the Auto Park platform. Vehicle owners must always display parking pass on the rear-view mirror or as per the instructions provided in the parking spot listing. Failure to display may result in towing of vehicle at renter's expense. If a garage door opener / fob /keys (Access hardware) was provided, the member must return it to Auto Park or the owner, else a minimum \$250 fine will be charged to the member's card on file.

14. Overstaying without the Owner's Consent

Renters agree that a confirmed Booking is merely a license granted by the Owner to the Renter to enter & use the Parking Spot described in the Listing for the limited duration of the confirmed Booking & in accordance with the Renter's agreement with the Owner. Renters further agree to leave the Parking Spot no later than the time that the Owner specifies in the Listing, or such other time as mutually agreed upon between the Owner & Renter. If a Renter continues to utilize the Parking Spot past the agreed upon time without the Owner's consent, they no longer have a license to stay in the Listing & the Owner is entitled to have the vehicle fined/towed away at Renter's sole expense.

15. User Conduct

You understand & agree that you are solely responsible for compliance with any & all laws, rules, regulations & Tax obligations that may apply to your use of the Site, Application, Services & Collective Content. In connection with your use of the Site, Application, Services & Collective Content, you may not & you agree that you will not:

1.
 - violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions & Tax regulations;
1.
 - use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Site, Application, Services or Collective Content;
1.
 - access or use our Site, Application, Services or the Auto Park API to use, expose, or allow to be used or exposed, any Auto Park Content: (i) that is not publicly displayed by Auto Park in its search results pages or listing pages before a Booking is confirmed; (ii) in any way that is inconsistent with the Auto Park Privacy Policy or Terms of Service; or (iii) in any way that otherwise violates the privacy rights or any other rights of Auto Park's users or any other third party;
1.
 - use the Site, Application, Services or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Auto Park endorsement, partnership or otherwise misleads others as to your affiliation with Auto Park;

1.
 - dilute, tarnish or otherwise harm the Auto Park brand in any way, including through unauthorized use of Collective Content, registering &/or using Auto Park or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering &/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Auto Park domains, trademarks, taglines, promotional campaigns or Collective Content

1.
 - copy, store or otherwise access or use any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
 - infringe the rights of Auto Park or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity, or contractual right

1.
 - interfere with or damage our Site, Application or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology.

1.
 - use our Site, Application or Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers.

1.
 - use our Site, Application, Services or Collective Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements.

1.
 - "stalk" or harass any other user of our Site, Application, Services or Collective Content, or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Auto Park Renter or Owner;

1.
 - offer, as an Owner, any Parking Spot that you do not yourself own or have permission to Book as a parking spot (without limiting the foregoing, you will not list Parking Spots as an Owner if you are serving in the capacity of an agent for a third party).

- 1.

- offer, as an Owner, any Parking Spot that may not be Booked pursuant to the terms & conditions of an agreement with a third party.
1.
 - register for more than one Auto Park Account or register for a Auto Park Account on behalf of an individual other than yourself;
1.
 - contact another Member for any purpose other than asking a question related to a Booking, Parking Spot, Listing, or the Member's use of the Site, Application & Services.
1.
 - recruit or otherwise solicit any Owner or other Member to join third-party services or websites that compete with Auto Park, without Auto Park's prior written approval.
1.
 - recruit or otherwise solicit any Member to join third-party services, applications, or websites, without Auto Park's prior written approval.
1.
 - impersonate any person or entity or falsify or otherwise misrepresent yourself or your affiliation with any person or entity.
1.
 - use automated scripts to collect information from or otherwise interact with the Site, Application, Services or Collective Content.
1.
 - use the Site, Application, Services or Collective Content to find an Owner or Renter & then complete a Booking of a Parking Spot independent of the Site, Application or Services, in order to circumvent the obligation to pay any Service Fees related to Auto Park's provision of the Services or for any other reasons.
1.
 - as an Owner, submit any Listing with false or misleading information, including price information, or submit any Listing with a price that you do not intend to honor.
1.
 - violate these Terms.
- 1.

- engage in disruptive, circumventive, abusive or harassing behavior in any area or aspect of our Platform, Application, or Services.

1.

- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

1.

- systematically retrieve data or other content from our Site, Application or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise.

1.

- use, display, mirror or frame the Site, Application, Services or Collective Content, or any individual element within the Site, Application, Services or Collective Content, Auto Park's name, any Auto Park trademark, logo or other proprietary information, or the layout & design of any page or form contained on a page in the Site, Application or Services, without Auto Park's express written consent.

1.

- access, tamper with, or use non-public areas of the Site, Application or Services, Auto Park's computer systems, or the technical delivery systems of Auto Park's providers.

1.

- attempt to probe, scan, or test the vulnerability of any Auto Park system or network or breach any security or authentication measures.

1.

- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Auto Park or any of Auto Park's providers or any other third party (including another user) to protect the Site, Services, Application or Collective Content.

1.

- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Application or Collective Content to send altered, deceptive or false source-identifying information.

1.
 - attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Application or Collective Content.
1.
 - advocate, encourage, or assist any third party in doing any of the foregoing; or
1.
 - accept or make a payment for Parking Spot Fees outside Auto Park Payments. If you do so, you acknowledge & agree that you: (i) would be in breach of these Terms; (ii) accept all risks & responsibility for such payment & (iii) hold Auto Park harmless from any liability for such payment.

Auto Park has the right to fully investigate & prosecute violations of any of the above of the law. In addition, & as set in these Terms, Auto Park may take a range of actions against you, including but not limited to removing or disabling access to any or all of your Member Content or deactivating or canceling your Listing(s) or Auto Park Account, for a violation of this Section or these Terms.

Auto Park may access, preserve & disclose any of your information if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against Auto Park or to comply with legal process (for example, subpoenas or warrants), (ii) enforce or administer our agreements with users, such as these Terms, (iii) for fraud prevention, risk assessment, investigation, customer support, product development & de-bugging purposes, or (iv) protect the rights, property or safety of Auto Park, its users, or members of the public. You acknowledge that Auto Park has no obligation to monitor your access to or use of the Site, Application, Services or Collective Content or to review, remove, disable access to or edit any Member Content, but has the right to do so for the purpose of operating & improving the Site, Application & Services (including without limitation for fraud prevention, risk assessment, investigation & customer support purposes), to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. Auto Park reserves the right, at any time & without prior notice, to remove or disable access to any Collective Content that Auto Park, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, Application or Services.

16. Privacy

You agree that Auto Park's Privacy Policy, located at <https://www.Auto Park.com/privacy-policy/> (as may be updated from time to time) governs Auto Park's collection & use of your personal information.

17. Intellectual Property Ownership & Rights Notices

The Site, Application, Services & Collective Content are protected by copyright, trademark & other laws of the United States & foreign countries. You acknowledge & agree that the Site, Application, Services & Collective Content, including all associated intellectual property rights, are the exclusive property of Auto Park & its licensors. You will not remove, alter or obscure any copyright, trademark,

service mark or other proprietary rights notices incorporated in or accompanying the Site, Application, Services, or Collective Content. All trademarks, service marks, logos, trade names & any other proprietary designations of Auto Park used on or in connection with the Site, Application, Services & Auto Park Content are trademarks or registered trademarks of Auto Park in the US & abroad. Trademarks, service marks, logos, trade names & any other proprietary designations of third parties used on or in connection with the Site, Application, Services & Auto Park Content are used for identification purposes only & may be the property of their respective owners. As an Owner, Renter, or Member, you understand & agree that you are bound by the additional Terms, Guidelines & Policies that apply to your use of the Site, Application, Services & Collective Content.

18. Application License

Subject to your compliance with these Terms, Auto Park grants you a limited non-exclusive, non-transferable license to download & install a copy of the Application on each mobile device or computer that you own or control & run such copy of the Application solely for your own personal use. Furthermore, with respect to any Apple App Store Sourced Application (defined below), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) & (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Auto Park reserves all rights in the Application not expressly granted to you by these Terms.

19. Auto Park Content & Member Content License

Subject to your compliance with these Terms, Auto Park grants you a limited, non-exclusive, non-transferable license, to (i) access & view any Auto Park Content solely for your personal & non-commercial purposes & (ii) access & view any Member Content to which you are permitted access, solely for your personal & non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Application, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Auto Park or its licensors, except for the licenses & rights expressly granted in these Terms.

20. Member Content

We may, in our sole discretion, permit you to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site, Application, Services, or through Auto Park promotional campaigns, you hereby grant to Auto Park a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, translate, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view & otherwise exploit such Member Content on, through, by means of or to promote or market the Site, Application & Services. Auto Park does not claim any ownership rights in any such Member Content & nothing in these

Terms will be deemed to restrict any rights that you may have to use & exploit any such Member Content.

You acknowledge & agree that you are solely responsible for all Member Content that you make available through the Site, Application, Services or through Auto Park promotional campaigns. Accordingly, you represent & warrant that: (i) you either are the sole & exclusive owner of all Member Content that you make available through the Site, Application, Services or through Auto Park promotional campaigns or you have all rights, licenses, consents & releases that are necessary to grant to Auto Park the rights in such Member Content, as contemplated under these Terms; & (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Auto Park's use of the Member Content (or any portion thereof) on, through or by means of the Site, Application, the Services or Auto Park promotional campaigns will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

21. Links

The Site, Application & Services may contain links to third-party websites or resources. You acknowledge & agree that Auto Park is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Auto Park of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for & assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

Some portions of the Auto Park platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to [Google's terms of use](#).

22. Security and Security Violations

Passwords used to access the Services are for individual use only. You are responsible for the security of your own password and for all activities that occur through the use of your account if accessed with your password, including liability for damages resulting from misuse. If you use a password that Auto Park considers insecure, Auto Park may require you to change the password or otherwise terminate your account.

You may not attempt to violate the security of the Services, or use the Services to violate the security of other persons or websites or to violate the law, including by: (1) accessing data not intended for you or logging into an account that you are not authorized to access, (2) attempting to probe, scan or test the vulnerability of the Services or to breach security or authentication measures, (3) attempting to interfere with service to any user, host or network, including without limitation, by submitting a virus to the Services, (4) sending unsolicited e-mail, (5) forging any TCP/IP packet header or any part of the header information in any e-mail, or (6) attempting reverse engineer any of the software making up any part of the Services.

Auto Park will take all reasonably necessary steps to investigate suspected violations of this agreement. Auto Park reserves the right to involve and fully cooperate with any law enforcement authorities and comply with court orders requesting or directing Auto Park to disclose the identity of anyone engaging in conduct that is believed to violate the law. Auto Park further reserves the right,

in its discretion, to release your details to system administrators at other sites in order to assist them in resolving security incidents.

You hereby release and hold Auto Park harmless from and against any claims by you relating to any action taken by Auto Park during or as a result of its investigations and any actions taken as a consequence of investigations by either Auto Park or law enforcement authorities.

23. Feedback

We welcome & encourage you to provide feedback, comments & suggestions for improvements to the Site, Application & Services (“**Feedback**”). You may submit Feedback by emailing us, through the “support@Auto Park.com”, or by other means of communication. You acknowledge & agree that all Feedback you give us will be the sole & exclusive property of Auto Park & you hereby irrevocably assign to Auto Park & agree to irrevocably assign to Auto Park all of your right, title & interest in & to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral & other proprietary or intellectual property rights therein & waive any moral rights you may have in such Feedback. At Auto Park’s request & expense, you will execute documents & take such further acts as Auto Park may reasonably request to assist Auto Park to acquire, perfect & maintain its intellectual property rights & other legal protections for the Feedback.

24. Copyright Policy

Auto Park respects copyright law & expects its users to do the same. It is Auto Park’s policy to terminate in appropriate circumstances the Auto Park Accounts of Members or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

25. Term & Termination, Suspension & Other Measures

1. Term

These Terms shall be effective for a 30-day term, at the end of which it will automatically & continuously renew for subsequent 30-day terms until such time when you or Auto Park terminate these Terms as described below.

- *Termination for convenience*

You may terminate these Terms at any time by contacting us at support@Auto Park.com or by calling Customer Service at (855) AUTO PARK-1.

You may stop using the Site and Services at any time, by ceasing to access the Site or otherwise ceasing to use the Services. However, subscription services that are set up as recurring prepaid charges will continue until you terminate your Services by using the cancellation feature on our Site or contacting support at support@Auto Park.com. Following your voluntary termination of the Services, you will not be entitled to receive any refund of prepaid fees, although you will be able to continue using the Services until the end of the monthly (or other periodic) subscription period for which you have paid.

In addition to the termination rights set forth above in these Terms, Auto Park may at any time, for any or no reason, in its sole discretion and without prior notice to you: (a) suspend or terminate your use of the Site or any Services; and/or (b) suspend or cease to provide the Site or any Services in their entirety.

All terms and conditions of these Terms which by their nature are intended to survive, will survive the termination of your use of the Site and Services, including, without limitation, all terms which address the protection of Auto Park; its licensors' and third-party service providers' intellectual property rights; disclaimer of warranties; limitations of liability; representations; and assignments made by you; and your payment and indemnification obligations.

If you cancel your Auto Park Account as an Owner, any confirmed Bookings will be automatically cancelled & your Renters will receive a full refund. If you cancel your Auto Park Account as a Renter, any confirmed Booking will be automatically cancelled & any refund will depend upon the terms of the applicable cancellation policy.

Without limiting our rights specified below, Auto Park may terminate these Terms for convenience at any time by giving you 30 days' notice via email to your registered email address.

- *Termination for breach, suspension & other measures*

Auto Park may immediately, without notice terminate these Terms if (i) you have materially breached these Terms or our Policies, including but not limited to any breach of your warranties outlined in these Terms or breach of the "User Conduct" provisions in these Terms, (ii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Auto Park Account registration, or Listing process or thereafter, (iii) you have violated applicable laws, regulations or third party rights, or (iv) Auto Park believes in good faith that such action is reasonably necessary to protect the safety or property of other Members, Auto Park or third parties, for fraud prevention, risk assessment, security or investigation purposes.

In addition Auto Park may deactivate or delay Listings, reviews, or other Member Content, cancel any pending or confirmed Bookings, limit your use of or access to your Auto Park Account & the Site, Application or Services, temporarily or permanently revoke any special status associated with your Auto Park Account, or temporarily or permanently suspend your Auto Park Account if (i) you have breached these Terms or our Policies, including material & non-material breaches & receiving poor ratings from Owners or Renters, or (ii) Auto Park believes in good faith that such action is reasonably necessary to protect the safety or property of Members, Auto Park or third parties, for fraud prevention, risk assessment, security or investigation purposes.

If we take any of the measures described in this Section 22.C, we may (i) communicate to your Renters or Owners that a pending or confirmed Booking has been cancelled, (ii) refund your Renters in full for any & all confirmed Bookings, irrespective of preexisting cancellation policies, (iii) support your Renters, on an exceptional basis, in finding potential alternative Parking Spots & (iv) you will not be entitled to any compensation for confirmed Bookings that were cancelled.

In case of non-material breaches & where appropriate, you will be given notice of any measure by Auto Park & an opportunity to resolve the issue to Auto Park's reasonable satisfaction.

- *Consequences*

If you or we terminate this Agreement, we do not have an obligation to delete or return to you any of your Member Content, including but not limited to any reviews or Feedback. When this Agreement has been terminated, you are not entitled to a restoration of your Auto Park Account or any of your Member Content. If your access to or use of the Site, Application & Services has been limited or your Auto Park Account has been suspended or this Agreement has been terminated by us, you may not register a new Auto Park Account or attempt to access & use the Site, Application & Services through other Auto Park Accounts.

- *Survival*

If you or we terminate this Agreement, the clauses of these Terms that reasonably should survive termination of the Agreement will remain in effect, including but not limited to, ownership provisions, warranty disclaimers, indemnity & limitations of liability.

26. Disclaimers

IF YOU CHOOSE TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE & AGREE THAT AUTO PARK DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, RENTERS & OWNERS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS, IN OUR SOLE DISCRETION, TO THE EXTENT PERMITTED BY APPLICABLE LAWS & IF WE HAVE SUFFICIENT INFORMATION TO IDENTIFY A MEMBER. IF WE CHOOSE TO CONDUCT SUCH CHECKS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT SUCH CHECKS WILL IDENTIFY PRIOR MISCONDUCT BY A USER OR GUARANTEE THAT A USER WILL NOT ENGAGE IN MISCONDUCT IN THE FUTURE.

THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT & ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, AUTO PARK EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT & ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. AUTO PARK MAKES NO WARRANTY THAT THE SITE, APPLICATION, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY PARKING SPOTS, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. AUTO PARK MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, PARKING SPOTS, OWNERS, RENTERS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE, APPLICATION OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AUTO PARK OR THROUGH THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS & INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES & WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY OWNERS OR RENTERS. YOU UNDERSTAND THAT AUTO PARK DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APPLICATION OR SERVICES OR TO REVIEW OR VISIT ANY PARKING SPOTS. AUTO PARK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APPLICATION OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APPLICATION OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS & INTERACTIONS WITH OTHER USERS OF THE SITE, APPLICATION OR SERVICES & WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES, INCLUDING, BUT NOT LIMITED TO, RENTERS & OWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY AUTO PARK. AUTO PARK EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY OWNER, RENTER OR OTHER THIRD PARTY.

27. Limitation of Liability

YOU ACKNOWLEDGE & AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO & USE OF THE SITE, APPLICATION, SERVICES & COLLECTIVE CONTENT, YOUR LISTING OR BOOKING OF ANY PARKING SPOTS VIA THE SITE, APPLICATION & SERVICES & ANY CONTACT YOU HAVE WITH OTHER USERS OF AUTO PARK WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER AUTO PARK NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, APPLICATION, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APPLICATION OR SERVICES OR FROM YOUR LISTING OR BOOKING OF ANY PARKING SPOT VIA THE SITE, APPLICATION & SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY & WHETHER OR NOT AUTO PARK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO APPLICABLE OWNERS PURSUANT TO THESE TERMS, IN NO EVENT WILL AUTO PARK'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS & YOUR USE OF THE SITE, APPLICATION & SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY PARKING SPOT VIA THE SITE, APPLICATION & SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, APPLICATION, SERVICES, OR COLLECTIVE CONTENT OR YOUR PARTICIPATION IN THE REFERRAL PROGRAM & IN CONNECTION WITH ANY PARKING SPOT OR INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION & SERVICES AS A RENTER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR IF YOU ARE AN OWNER, THAT AMOUNT WHICH IS THE LESSER OF (A) THE AMOUNTS YOU HAVE PAID OR OWE FOR BOOKINGS VIA THE SITE, APPLICATION & SERVICES AS AN OWNER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY & (B) THE AMOUNT OF ALL PARKING FEES COLLECTED BY AUTO PARK THAT HAVE NOT YET BEEN REMITTED TO YOU. IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN AUTO PARK & YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

28. Indemnification

You agree to release, defend, indemnify & hold Auto Park & its affiliates & subsidiaries & their officers, directors, employees & agents, harmless from & against any claims, liabilities, damages,

losses & expenses, including, without limitation, reasonable legal & accounting fees, arising out of or in any way connected with (a) your access to or use of the Site, Application, Services, or Collective Content or your violation of these Terms; (b) your Member Content; (c) your (i) interaction with any Member, (ii) Booking of a Parking Spot, or (iii) creation of a Listing; & (d) the use, condition or Booking of a Parking Spot by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Booking or use of a Parking Spot.

29. Accessing & Downloading the Application from iTunes

The following applies to any Application accessed through or downloaded from the Apple App Store (“**App Store Sourced Application**”):

1.
 - You acknowledge & agree that (i) these Terms are concluded between you & Auto Park only & not Apple & (ii) Auto Park, not Apple, is solely responsible for the App Store Sourced Application & content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Services.
1.
 - You acknowledge that Apple has no obligation whatsoever to furnish any maintenance & support services with respect to the App Store Sourced Application.
1.
 - In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple & Apple will refund the purchase price for the App Store Sourced Application to you & to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Auto Park & Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Auto Park.
1.
 - You & Auto Park acknowledge that, as between Auto Park & Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession & use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; & (iii) claims arising under consumer protection or similar legislation.
1.
 - You & Auto Park acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession & use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between Auto Park & Apple, Auto Park, not Apple, will be solely responsible for

the investigation, defense, settlement & discharge of any such intellectual property infringement claim to the extent required by these Terms.

1.
 - You & Auto Park acknowledge & agree that Apple & Apple's subsidiaries, are third-party beneficiaries of these Terms as related to your license of the App Store Sourced Application & that, upon your acceptance of the terms & conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.
1.
 - Without limiting any other terms of these Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

30. Entire Agreement

Except as they may be supplemented by a document referenced & incorporated herein or by additional Auto Park policies, guidelines, standards, or terms for a specific product, feature, service or offering, these Terms constitute the entire & exclusive understanding & agreement between Auto Park & you regarding the Site, Application, Services, Collective Content & any Bookings or Listings of Parking Spots made via the Site, Application & Services & these Terms supersede & replace any & all prior oral or written understandings or agreements between Auto Park & you regarding Access+ services, subscriptions, Bookings or listings of Parking Spots, the Site, Application, Services & Collective Content.

31. Assignment & Intended Third Party Beneficiaries

You may not assign or transfer these Terms, by operation of law or otherwise, without Auto Park's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null & of no effect. Auto Park may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind & inure to the benefit of the parties, their successors & permitted assigns.

32. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing & given by Auto Park (i) via a Communication (in each case to the address or phone number that you provide) or (ii) by posting to the Site or via the Application. For notices made via a Communication, the date of receipt will be deemed the date on which such notice is transmitted.

33. Controlling Law & Jurisdiction

These Terms & your use of the Services will be interpreted in accordance with the laws of the State of Illinois & the United States of America, without regard to its conflict-of-law provisions. You & we agree to submit to the personal jurisdiction of a state court located in Cook County, Chicago, Illinois or a United States District Court, Northern District of Illinois located in Chicago, Illinois for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights, as set forth in the Dispute Resolution provision below. Except to the extent that you are an individual & permanent resident of the State of Illinois or an entity that maintains an agent for service of process on file with the Illinois Secretary of State, you hereby authorize & appoint Auto Park as your agent & attorney-in-fact to accept service of process for you, on your behalf & in your name, to the maximum extent permitted by Law, but only in connection with disputes arising with Auto Park. The powers granted by the foregoing are coupled with an interest & may not be revoked without the prior written consent of Auto Park in each & every instance.

34. Dispute Resolution

You & Auto Park agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site, Application or Collective Content (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. *You acknowledge & agree that you & Auto Park are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding.* Further, unless both you & Auto Park otherwise agree in writing, the arbitrator may not consolidate more than one person's claims & may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules & Governing Law. This agreement to arbitrate evidences a transaction in interstate commerce & thus the Federal Arbitration Act governs the interpretation & enforcement of this provision. The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_medor by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation & enforcement of this section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a *form Demand for Arbitration*.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Illinois & will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location & Procedure. Unless you & Auto Park otherwise agree, the arbitration will be conducted in Cook County. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you & Auto Park submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim

exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration. Disputes involving \$75,000 or less shall use the AAA's Expedited Rules.

Arbitrator's Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings & conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types & the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant & only to the extent necessary to provide relief warranted by the claimant's individual claim. You & Auto Park shall share equally in the costs of arbitration payable to the AAA, including the Arbitrator. If you prevail in arbitration, you will be entitled to an award of attorneys' fees & expenses, to the extent provided under applicable law. Auto Park will not seek & hereby waives all rights it may have under applicable law to recover, attorneys' fees & expenses if it prevails in arbitration.

Fees. Any AAA filing, administrative & arbitrator fees will be shared equally by you & Auto Park unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), in which case you shall be solely responsible for any such costs & expenses.

Changes. Notwithstanding the provisions of the "Modification" section above, if Auto Park changes this "Dispute Resolution" section after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Auto Park's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you & Auto Park in accordance with the provisions of this "Dispute Resolution" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

35. General

The failure of Auto Park to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing & signed by a duly authorized representative of Auto Park. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible & the other provisions of these Terms will remain in full force & effect.

36. Third party beneficiary

These Terms do not & are not intended to confer any rights or remedies upon any person other than Auto Park & its Current & former affiliates & Members.

37. Contact and Feedback

We welcome and encourage feedback, comments and suggestions for improvements to the Services ("Feedback"). You may submit Feedback by emailing us at legal@AutoPark.com or through

filling out the feedback form on [www.Auto Park.com](http://www.AutoPark.com) or through the “Support” section of the Site. You agree that all Feedback will become the sole and exclusive property of Auto Park and you hereby irrevocably assign to Auto Park all of your right in and to all Feedback.

If you have any questions about these Terms, please contact our legal department: [legal@Auto Park.com](mailto:legal@AutoPark.com).

Last Updated: Sept 21, 2022