

# ParkPal Terms and Conditions

*Last Updated: June 13, 2025*

## 1. Introduction

Welcome to ParkPal, a platform that connects property owners offering parking spaces with event attendees or drivers seeking parking. These Terms and Conditions (“Terms” or “Agreement”) govern your access to and use of the ParkPal platform (“Platform”), whether you are a property owner listing a driveway or parking area as a **Host** or an event participant booking a parking spot as a **User**. By using ParkPal (including by creating an account, listing a space, or booking a space), **you agree to comply with and be legally bound by these Terms**. If you do not agree, you must not use the Platform.

**No Affiliation with Events:** ParkPal is an independent service and is **not affiliated with, endorsed by, or acting on behalf of any event organizers, venues, festivals, teams, or other third parties**. Any event names or references on the Platform are for identification purposes only. ParkPal does not represent the organizers of events like Water Lantern Festivals, sports games, or any other event <sup>1</sup>.

## 2. ParkPal’s Role and Relationship of Parties

**Marketplace Platform Only:** ParkPal provides an online marketplace to facilitate the listing, discovery, and booking of private parking spaces. **ParkPal is not a party to any rental or license agreement between Hosts and Users** – any such agreement is solely between the Host and the User <sup>2</sup>. ParkPal is not a real estate broker, parking operator, insurer, or an agent of either party (except for the limited purpose of collecting payments on behalf of Hosts). ParkPal’s responsibilities are limited to operating the Platform and facilitating payments through our third-party payment processor.

**No Control Over Listings or Spaces:** ParkPal does not own, manage, or control any parking spaces (“Spaces”) listed on the Platform, nor do we verify or guarantee the truth or quality of any listing. **Hosts are solely responsible for the condition, safety, and legality of their Spaces**, and **Users assume all risk** in using any Space. ParkPal does not supervise parking arrangements and is not responsible for the actions of Hosts or Users. **ParkPal does not guarantee the availability, suitability, or security of any Space**, and any parking transaction is made at the participants’ own risk <sup>3</sup>.

**No Agency or Employment:** Nothing in these Terms creates any joint venture, partnership, employment, or agency relationship between ParkPal and any User or Host. Hosts and Users act exclusively on their own behalf and not on ParkPal’s behalf. You agree not to create any impression that you are endorsed by or associated with ParkPal beyond using the Platform <sup>4</sup>.

### 3. Host Eligibility and Responsibilities

To become a Host on ParkPal, you must be at least 18 years old and have the legal right to rent out or license your parking space. By listing your driveway, parking pad, or other Space on ParkPal, you agree to the following:

- **Legal Right to List:** You affirm that you either own the property or have all necessary permissions from the property owner, landlord, homeowners association, or other authority to list the Space and allow others to park there. You will comply with any contracts or rules applicable to your property (e.g. lease agreements, HOA rules, zoning laws).
- **Accurate Listing Information:** You will provide and maintain truthful, up-to-date details about your Space in your listing (address, dimensions, availability times, vehicle restrictions, etc.). Any special rules or limitations (for example, size limits or only during certain hours) must be clearly stated.
- **Space Condition and Safety:** You are responsible for ensuring that the Space is accessible and in a safe condition for parking. The area should be free of known hazards or obstructions. You agree to address any safety issues and maintain the Space as described in your listing.
- **Compliance with Laws:** You will obey all relevant local laws and regulations when offering your Space. This includes any zoning or city ordinances and obtaining any permit that may be required for renting out your parking spot. You will also adhere to any applicable homeowners association or community rules.
- **Taxes and Permits:** You are solely responsible for any taxes, fees, or permits that apply to the income you earn from renting your Space. ParkPal does not withhold taxes on your behalf. You should report your earnings and pay any required taxes in compliance with the law.
- **Host Code of Conduct:** You will treat Users in a respectful and lawful manner. You agree not to discriminate against potential parkers on any unlawful basis (such as race, religion, gender, disability, etc.), and you will not harass or harm Users. If you impose any additional rules for using your property (for example, a particular parking technique or area to avoid), those rules must be reasonable, legal, and communicated through the Platform or prior to booking.

*(Note: ParkPal reserves the right to remove your listing or suspend your host account if you violate these Terms, any applicable law, or create unsafe or untenable conditions for Users.)*

### 4. User Eligibility and Responsibilities

All Users of the ParkPal Platform must be at least 18 years old (or the age of legal majority in your jurisdiction) and legally capable of entering into a contract. By booking a parking Space as a User, you agree to the following:

- **Legal and Safe Vehicle Use:** You will use a Space only to park a **legally operable, registered, and insured vehicle**. You must hold a valid driver's license and obey all motor vehicle laws. You may not use the Space or property for any illegal purpose.
- **Parking Only; No Overnight Stays:** You understand that the Space is to be used **only for parking a vehicle**, not for living, camping, or conducting business. **Sleeping overnight in your vehicle or otherwise occupying the Space beyond parking is prohibited** unless the Host's listing explicitly allows overnight parking. You also may not use the Space to store goods or non-vehicle items, or to perform vehicle maintenance, without permission.

- **Follow Booking Details (Arrival/Departure):** You agree to **arrive and depart at the times** agreed upon in your booking. Do not arrive earlier or stay later than your reserved time without the Host's explicit permission. If you wish to extend your parking time, you must arrange an updated booking if available.
- **Use Designated Space Only:** You will park only in the specific driveway or parking area designated by your Host for your booking. Follow any instructions provided (for example, which side of a driveway to use). Do not use any other part of the property or block any vehicles or access ways not agreed to.
- **Respect the Property:** You must treat the Host's property with respect and care. **Do not cause damage, leave trash, or create a nuisance** on the Host's property. Ensure that your vehicle is not leaking fluids or otherwise posing a hazard. You are responsible for any damage to the Host's property caused by you or your vehicle.
- **Obey Laws and Rules:** While on the Host's property and in the surrounding area, you must comply with all applicable traffic, parking, and municipal regulations (e.g. do not block fire hydrants or sidewalks, observe neighborhood parking rules). Also follow any reasonable rules the Host communicates regarding use of their property.
- **User Code of Conduct:** You will interact with Hosts and neighbors in a respectful manner. Harassment, abuse, or illegal conduct will not be tolerated. You agree not to engage in any unlawful discrimination or inappropriate behavior when communicating with Hosts or using their property.

*(Note: ParkPal may suspend or terminate your user account as outlined in Section 12 if you violate these obligations or any other provisions of these Terms.)*

## 5. Bookings, Payments, and Fees

All bookings and payments for parking Spaces must be made through the ParkPal Platform. By booking a Space, **you agree to pay the quoted price and any applicable fees** and to abide by the following payment terms:

- **Platform Payment Processing:** ParkPal uses a third-party payment processor (such as Stripe) to handle payments securely. When a User submits a booking request and the Host accepts, the User's provided payment method will be charged the full booking amount. Funds will be held until completion of the booking. *By booking, you authorize ParkPal and its payment processor to charge your card or payment method for the booking price.*
- **No Off-Platform Payments: Hosts and Users are prohibited from circumventing ParkPal** by arranging payment or bookings outside of the Platform. All transactions initiated through ParkPal must be completed through ParkPal. Engaging in outside payments or agreements is a violation of these Terms and may result in suspension or termination of your account.
- **Service Fee and Payouts to Hosts:** ParkPal charges Hosts a **platform service fee of 15%** of the booking price for each reservation. This fee is deducted from the amount paid by the User. The remaining 85% of the booking payment (the payout) will be transferred to the Host after the booking is completed. Payouts are issued through our payment processor to the Host's designated account, typically within **3-5 business days** after the event or booking end time. (Delays may occur depending on bank processing times.) Hosts are responsible for providing accurate payout information.
- **Host Earnings and Taxes:** As noted in Section 3, Hosts are responsible for any taxes on their earnings. ParkPal will not withhold or report taxes for you. We may provide you with a record of

transactions for your own tax filing purposes, but it is your responsibility to determine and fulfill your tax obligations.

- **Currency and Pricing:** All prices and payments on ParkPal are processed in U.S. Dollars (USD), unless otherwise stated. Hosts set their own prices for Spaces, and ParkPal's fee is applied to that amount. ParkPal will disclose to Users the total amount payable, including any fees, at checkout before you confirm a booking. Users agree to that total by completing the booking.
- **Payment Issues:** If a User's payment is declined or fails, the booking request will not be confirmed. Users must have a valid payment method on file. If any amount remains unpaid (for example, a post-booking charge for an overtime fee or damage claim agreed upon), ParkPal reserves the right to charge the outstanding amount to the User's payment method on file.

*(Both Hosts and Users acknowledge that ParkPal is not a banking institution and that any payments are facilitated via third-party services. ParkPal is not liable for errors or delays by the payment processor, but will use commercially reasonable efforts to resolve any payment issues that arise.)*

## 6. Cancellations and Refunds

**Cancellation Policy:** Cancellations of bookings are handled according to ParkPal's cancellation policy (which may be presented at booking or in a separate policy document). In general:

- If a User needs to cancel a reservation, they should do so as early as possible through the Platform. Depending on the timing of the cancellation and the policy in effect, the User may receive a full or partial refund of the booking price. (For example, a full refund might be given if canceled well in advance, whereas a late cancellation might result in only a partial refund or no refund.)
- If a Host cancels a reservation (or fails to honor the booking), the User will be **entitled to a full refund** of the booking price. Hosts who cancel bookings may face consequences such as lower rankings or removal from the Platform, at ParkPal's discretion.
- Certain events (such as severe weather or event cancellation) might qualify as extenuating circumstances under ParkPal's policies, in which case ParkPal may override the standard cancellation terms to provide an appropriate resolution (refunds, credits, etc.). ParkPal's decision on such matters is final.

ParkPal will strive to facilitate fair outcomes in the event of cancellations. Refunds, when approved, will be issued via the original payment method. Processing times for refunds may vary depending on the payment provider. Service fees paid to ParkPal may be non-refundable if so specified in the cancellation policy or during checkout. Always review the cancellation terms provided at the time of booking for the specific rules that apply.

*(If you have a dispute regarding a cancellation or refund, you may contact ParkPal customer support. While ParkPal is not responsible for disagreements between Hosts and Users, we may assist in mediating disputes in good faith.)*

## 7. Overstaying and Towing

**Timely Departure:** A confirmed booking grants the User a license to occupy the Host's parking Space only for the limited duration specified in the reservation. **Users must vacate the Space by the end time of**

**their booking** (unless they obtain explicit permission from the Host to extend their time). Staying beyond your reserved time without permission is a serious violation of these Terms.

**Host's Right to Tow:** If you **overstay** past the booking end time **without the Host's consent**, you no longer have any right to remain in the Space. The Host is entitled to treat this as unauthorized parking. **The Host has the right to have your vehicle removed (towed) from the property at your expense for overstaying** <sup>5</sup>. You will be responsible for any and all towing fees, impound costs, or citations that result from such action. Hosts should make reasonable attempts to contact the User before towing when feasible, but are not required to delay removal of an unauthorized vehicle.

**Improper Parking or Violations:** If you park a vehicle in a manner not permitted (for example, in the wrong spot, blocking access, or bringing an unauthorized vehicle), the Host similarly has the right to have the vehicle towed or to involve local authorities. **Any parking ticket, fine, or towing charge incurred due to your improper parking or violation of law is solely your responsibility** – ParkPal assumes no liability for such penalties <sup>6</sup>. You agree that Hosts (or property owners) and local law enforcement may take action, including ticketing or towing, to enforce parking rules.

**No Liability for Towing:** ParkPal is **not responsible for any damage or loss** to your vehicle or property that may occur as a result of a tow or enforcement action initiated by a Host or authorities due to your violation of these Terms. It is the User's duty to ensure timely departure and compliance with all rules to avoid such outcomes.

If you realize you cannot move your vehicle by the designated end time (e.g., due to an emergency or vehicle issue), you should contact the Host immediately through the Platform's messaging system and/or ParkPal support. While this does not guarantee you can overstay, prompt communication may help avoid towing. Ultimately, however, any permission to extend your stay is at the Host's discretion and may require an additional booking.

## 8. Code of Conduct and Prohibited Activities

All members of the ParkPal community (Hosts and Users alike) are expected to behave in a manner that promotes a safe, respectful, and positive experience. By using ParkPal, you agree to the following general code of conduct:

- **Obey the Law:** You will comply with all applicable laws, regulations, and ordinances in connection with your use of ParkPal and any parking arrangements. This includes traffic laws, parking signs, local regulations, and any rules that apply to the property you are using. Illegal activities on the Platform or on someone's property are strictly forbidden.
- **Respect Others:** You will treat other Users, Hosts, and neighbors with courtesy and respect. Harassment, hate speech, abusive language, and discrimination of any kind have no place on ParkPal. Hosts may not refuse service to or mistreat Users on the basis of any protected characteristic (such as race, religion, ethnicity, gender, disability, etc.), and Users must likewise refrain from harassing or abusing Hosts.
- **Safe and Appropriate Use:** You will not do anything to endanger people or property. This means no reckless driving on or near the Host's property, no tampering with the Host's property or other vehicles, and no use of a Space for purposes other than parking as allowed. You may not bring hazardous materials onto someone's property (beyond normal amounts of fuel in your vehicle). Both

Hosts and Users should avoid any behavior that could be considered threatening, unsafe, or invasive of privacy during the parking arrangement.

- **No Circumvention or Fraud:** You will use the Platform honestly and in good faith. Do not attempt to circumvent ParkPal's system for any reason (such as by paying off-platform, as noted in Section 5). Do not post false, misleading, or deceptive information. Any fraudulent activities — including using stolen credit cards, creating fake listings, or attempting to scam other users — will result in immediate termination and potential legal action.
- **Cooperation in Problem-Solving:** If any issues arise (such as someone parked in your reserved spot, or a Host finding an unknown car), you agree to cooperate in good faith to resolve the problem. Users should respond promptly to communications, and Hosts should attempt to contact Users in case of problems. ParkPal may be contacted to help mediate, but we expect users to communicate and behave civilly in ironing out misunderstandings.

ParkPal may, in its sole discretion, investigate and take appropriate action for any reported violation of this Code of Conduct or other provisions of these Terms. This can include warnings, cancellation of bookings, suspension or termination of accounts, and involvement of law enforcement if necessary. Remember that **using ParkPal is a privilege**, and maintaining a trustworthy community is paramount.

## 9. Insurance

**No Insurance Provided by ParkPal:** ParkPal does **not** provide insurance coverage for Hosts, Users, vehicles, or properties. By participating in a parking transaction, you acknowledge that **you are responsible for your own insurance needs**.

- **Host Insurance:** As a Host, it is your responsibility to verify whether your homeowner's insurance or property insurance covers the activity of renting out your parking Space. In many cases, standard homeowner's policies **do not** cover liability or property damage arising from commercial use of the property (such as parking rentals). You should review your policy and consider obtaining additional coverage or an endorsement if necessary. ParkPal does not verify the insurance of Hosts and bears no responsibility if a Host's insurance is insufficient or denied.
- **User Insurance:** As a User, you are required by law to carry valid automobile insurance for your vehicle. You understand that the Host's insurance (if any) **may not cover** any injury or damage to you, your passengers, or your vehicle while parked on their property. It is your responsibility to have adequate auto insurance (liability, collision, etc.) for any incidents that could occur. ParkPal likewise does not verify Users' insurance coverage.
- **No Insurance for Losses:** ParkPal will not pay for or reimburse any losses that would typically be covered by insurance. **This includes personal injury, vehicle damage, theft, or property damage.** Both Hosts and Users should rely on their own insurance policies for protection against such losses. For example, if a User's car is damaged or stolen from a Host's driveway, the User's auto insurance (or possibly the Host's homeowner's insurance, if applicable) would need to respond; ParkPal will not be liable. If a Host's property is damaged by a User's car, the Host may seek coverage under their own insurance or from the User (or the User's insurer), but again ParkPal provides no insurance for that.
- **Indemnity and Liability Not Affected:** The lack of insurance from ParkPal does not reduce or remove any obligations of Hosts or Users to each other under these Terms. You should not assume "no insurance from ParkPal" means "no responsibility." On the contrary, both parties must exercise due caution and carry their own insurance to protect themselves.

Ultimately, participating in ParkPal is at your own risk when it comes to potential losses or damages. **ParkPal makes no guarantees and offers no warranty that any insurance (whether yours, or a third party's) will cover your costs or losses.** See Section 10 (Limitation of Liability) for additional protections and disclaimers.

## 10. Disclaimers and Limitation of Liability

**Provided "As Is":** The ParkPal Platform, and all services or content provided through it, are offered "as is" and "as available" without warranty of any kind. ParkPal (including its founders, employees, and agents) **disclaims all warranties and representations**, express or implied, regarding the Platform and any Spaces booked through it. This includes but is not limited to warranties of safety, habitability, suitability, reliability, accuracy, or fitness for a particular purpose. We do not guarantee that the Platform will be uninterrupted or error-free, or that every parking experience will meet your expectations.

**No Guarantee of Space Condition or Safety: ParkPal does not inspect or endorse any particular Space.** Any descriptions or photos of Spaces on the Platform are provided by Hosts and not verified by ParkPal. We make **no guarantee** that a given Space will be safe, secure, or suitable for your vehicle. You agree that parking at a Host's property is **at your own risk**. Hosts likewise acknowledge that allowing someone to park is at their own risk. ParkPal is not responsible for conducting background checks on Users or inspecting properties, and we **disclaim any liability for the actions** of Users or Hosts on or off the Platform <sup>3</sup> <sup>7</sup>.

**Limitation of ParkPal's Liability:** To the maximum extent permitted by law, ParkPal (and its owners, affiliates, officers, employees, and agents) **will not be liable for any indirect, incidental, special, exemplary, or consequential damages** of any kind, nor for any lost profits, lost data, or loss of goodwill, arising out of or in connection with your use of ParkPal or any parking arrangement. In particular, and without limiting the above, ParkPal is **not liable for:**

- **Personal Injuries or Death:** Any personal injury, illness, or death that occurs to you or anyone else in connection with using a Space or the Platform. For example, if you trip and fall on a Host's property, or a car accident occurs in the driveway, **ParkPal is not responsible.**
- **Property Damage or Theft:** Any damage to property or theft/loss of property. This includes damage to your vehicle or belongings while parked at a Host's Space, damage to a Host's driveway or land caused by a User's vehicle, or any theft of a vehicle or items from a vehicle. **ParkPal does not cover or assume liability for such incidents** – those are matters between the Host, the User, and their insurance companies. Hosts and Users should resolve any such claims amongst themselves (and through insurance as applicable).
- **Towing or Impound Costs:** Any towing, booting, impound, or enforcement action costs. If your vehicle is towed or ticketed due to your violation (such as overstaying or illegal parking), **ParkPal is not liable for any fees, fines, or damages** resulting from that <sup>6</sup>. Likewise, if a Host's property is affected by a towing (for instance, damage done by a tow truck), ParkPal is not responsible for that either.
- **Fines and Violations:** Any parking tickets, citations, fines, or penalties issued to you (the User) or the Host by authorities as a result of your parking arrangement. For example, if a User's vehicle violates local ordinances and gets a ticket, or if a Host violates city rules by renting out parking and is fined, **ParkPal is not accountable** for those penalties. Users and Hosts must individually pay any such fines and bear the consequences of their own violations of law.

- **Event Issues or Cancellations:** ParkPal does not control the events for which parking might be booked. If an event is delayed, canceled, or otherwise impacted, or if traffic control or police create unforeseen parking restrictions, ParkPal is not liable for any inconvenience, loss of money, or other damages a User or Host may suffer as a result. (We will, however, attempt to facilitate appropriate refunds or solutions as per our policies if an event cancellation makes a booking impossible to use.)
- **Disputes Between Users and Hosts:** Any disputes, disagreements, or legal claims that arise between a Host and a User (or a third party) are ultimately between those parties. **You agree that any legal remedy or liability you seek for actions or omissions of another user must be pursued against that user and not against ParkPal** <sup>8</sup>. ParkPal may choose to help mediate issues (at our discretion) but we do not assume liability for resolving or arbitrating conflicts. For example, if there is an allegation of damage or a refund dispute, Host and User must work it out in good faith; ParkPal's role (if any) is only to facilitate communication and, if applicable, process a payment adjustment agreed by the parties or decided per our policies.

**Cap on Liability:** If for any reason ParkPal is found liable (despite the above disclaimers), **the maximum aggregate liability** of ParkPal to you shall not exceed **the total amount of platform fees (15% service fees) that we received from you for the specific booking in question**, or **\$100 USD**, whichever is less. In other words, ParkPal's financial responsibility to a user will be strictly limited. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of these limitations may not fully apply to you. However, in any dispute, you agree that these disclaimers and limits on liability will be enforced to the greatest extent permitted by applicable law.

**Release:** By accepting these Terms, you agree that **ParkPal is released from any and all claims, demands, and damages** arising out of or in any way connected with any dispute you have with another user or third party that arose from a parking arrangement or your use of the Platform. If you are a California resident, you waive California Civil Code §1542 (which says, in summary, you can't waive unknown claims) – and any similar law in other jurisdictions – meaning that this release covers *all* claims, even ones you might not be aware of.

**Basis of the Bargain:** You acknowledge that ParkPal has set its fees and offered its Platform in reliance on the disclaimers of warranty and the limitations of liability set forth in these Terms, and that these provisions form an essential basis of the agreement between you and ParkPal. Without these limitations, ParkPal would not be able to offer the Platform or would have to charge substantially higher fees.

## 11. Indemnification

**You agree to indemnify, defend, and hold harmless ParkPal**, its individual founders/owners, affiliates, and their respective officers, employees, and agents (collectively, "Indemnified Parties"), **from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees)** arising out of or relating to: (a) **your use of the Platform or any Space** (whether as Host or User); (b) **your breach of any part of these Terms** or of any representation or warranty you provide herein; (c) **your violation of any law or regulation** or the rights of any third party (for example, violation of a city ordinance or someone's property rights); or (d) **any negligence, willful misconduct, or other fault** on your part.

This indemnification means that if a third party (including another User or Host, or a government entity) sues or demands compensation from ParkPal for something that you are responsible for, **you will cover all**



**costs and losses for ParkPal.** For example, if you are a User and you damage a Host's property or injure someone and they bring a claim against ParkPal, or if you are a Host and you improperly tow a User's car leading to a claim against ParkPal, you agree to defend ParkPal against that claim and pay any resulting costs or judgments.

ParkPal reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and doing so will not excuse your indemnity obligations). You agree to cooperate with ParkPal's defense of such claims. You further agree not to settle any such matter without ParkPal's prior written consent.

*(Simply put: you will protect ParkPal from any costs or responsibility due to your own actions or inactions. This helps ensure that each party in the ParkPal ecosystem is accountable for themselves.)*

## 12. Termination and Suspension

**By ParkPal:** ParkPal reserves the right to **suspend or terminate your account or access to the Platform at any time, for any reason or no reason**, with or without notice. This includes the right to remove or delist any parking Space or cancel any booking if we believe, in our sole discretion, that you have violated these Terms, violated any applicable law, engaged in fraudulent or improper activity, or acted in a way that is harmful to our Platform or other users. We may also temporarily disable accounts for investigation if suspicious activity is detected. ParkPal shall not be liable to you for any loss of access resulting from account suspension or termination due to your misconduct.

If your account is terminated or suspended for a violation, you **are not entitled to a restoration of your account** or any of your content (such as listings or reviews). ParkPal may refuse to allow you to re-register under a new account in such cases. Additionally, if we terminate your account: (a) any pending or upcoming bookings may be canceled at our discretion (Users may receive refunds and Hosts will not be paid for those cancellations); and (b) you remain responsible for any outstanding obligations (for example, unpaid fines or the need to reimburse a party for damages).

**By You:** You are free to stop using ParkPal at any time and may delete your account (if such functionality is available) or request account deletion via contacting us. If you choose to terminate your account or stop using the service, note that **any confirmed bookings you have** (as a Host or a User) **are still binding**. You should fulfill any active bookings or properly cancel them before discontinuing use. If you leave the Platform with obligations outstanding (like owing money or resolving a dispute), those obligations will survive.

**Survival of Terms:** The termination of your account or access to ParkPal will not affect any provisions of these Terms which by their nature are intended to survive, including but not limited to Sections on Fees (to the extent of owed payments), Disclaimers and Limitation of Liability, Indemnification, Governing Law, and Miscellaneous.

ParkPal also reserves the right to discontinue or modify any part of the Platform at any time (for example, shutting down the service or removing certain features) without liability to you. If ParkPal ceases operations, active bookings at that time may be canceled and appropriate refunds issued to Users. Hosts

would not receive payout for canceled bookings in such a scenario beyond any portion of the service already rendered.

## 13. Privacy and Data Use

Your privacy is important to ParkPal. Except as required to provide our services, we will not share or sell your personal information to third parties for marketing or other unrelated purposes. **Any personal data you provide to ParkPal will be used only for legitimate business purposes:** for example, to facilitate bookings and payments, to enable communication between Hosts and Users, to provide customer support, and to improve our Platform's functionality.

We may share necessary details between the parties to a transaction (for instance, a Host may see a User's first name, vehicle information, and arrival time; a User may see the Host's first name and address of the Space) to ensure the parking arrangement can proceed smoothly. We also utilize third-party services (like payment processors, email/SMS providers, etc.) that will have access to certain information as needed to perform their functions. All such sharing is done in accordance with our Privacy Policy and with appropriate protections in place.

**No Sale of Personal Information:** ParkPal **does not sell personal data** to advertisers or other such third parties. We do not monetize your personal details beyond using them to provide and improve our own service. Any data analysis we do is generally on an aggregated or anonymized basis, unless needed to address a specific issue or account.

By using ParkPal, you consent to the collection and use of information as outlined above and in our **Privacy Policy** (please refer to the Privacy Policy for more detailed information on how we collect, store, and protect your data). If you have any questions about your privacy or wish to exercise any rights you may have under privacy laws (such as accessing or deleting your data), please contact us at the provided contact information.

*(In short, we will only use your data to serve you on ParkPal and will not sell your info. We aim to keep your data secure and respect your privacy rights.)*

## 14. Changes to Terms

ParkPal may revise or update these Terms from time to time at our sole discretion. **If we make material changes**, we will notify users by posting the updated Terms on the Platform and updating the "Last Updated" date at the top of the Terms. In some cases, we may also notify you via email or via an in-app notification.

**Your continued use of ParkPal after updated Terms are posted constitutes your acceptance of the changes.** It is your responsibility to review the Terms periodically for any updates. If you do not agree to a revision, you must stop using the Platform and, if applicable, cancel any pending bookings (subject to the cancellation policy). In the event you do not agree with changes but continue to use the service, the updated Terms will apply to you.

No amendment or modification to these Terms will be binding unless posted or made by ParkPal as described above. **ParkPal will not be bound by any alteration of these Terms that comes from users (for example, special arrangements made outside of these Terms), unless expressly agreed to in writing by an authorized representative of ParkPal.**

## 15. Governing Law and Venue

This Agreement and any dispute or claim (contractual or non-contractual) arising from or related to it or your use of the Platform shall be governed **by the laws of the State of Utah, USA**, without regard to its conflict of laws principles. By using ParkPal, you agree that the laws of Utah govern these Terms and any interactions between you and ParkPal or between you and other users through the Platform.

**Jurisdiction and Venue:** You further agree that **any legal action or proceeding arising out of or related to these Terms or the use of ParkPal must be brought exclusively in the courts (state or federal) located in Utah County, Utah.** You consent to the personal jurisdiction of those courts and waive any objection that such courts are an inconvenient forum. In other words, if you need to sue or are sued regarding something related to ParkPal, it will be handled in Utah (in Utah County).

If you are accessing or using the Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws if and to the extent they apply. However, the choice of Utah law and venue as stated above will still apply to the fullest extent allowed.

## 16. Miscellaneous Provisions

**Entire Agreement:** These Terms (along with any **policies or supplemental agreements** expressly incorporated by reference, such as the Privacy Policy or cancellation policy) constitute the entire agreement between you and ParkPal regarding the subject matter hereof, and supersede any prior or contemporaneous understandings, agreements, or representations (whether oral or written) relating to the same. You acknowledge that you are not relying on any statement or promise that's not written in these Terms.

**No Waiver:** If ParkPal fails to enforce any right or provision of these Terms, that does not mean we have waived our right to do so. **No waiver** of any term will be effective unless it is in writing and signed by an authorized representative of ParkPal. If we do expressly waive a breach of these Terms, that waiver does not constitute a waiver of any future breach or of any other provision.

**Severability:** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of the Terms will remain in full force and effect. In other words, the invalid part will be cut out or narrowed, and everything else stays binding.

**Assignment:** You may **not assign or transfer** your rights or obligations under these Terms to anyone else without ParkPal's prior written consent. Any attempt to do so without consent is void. ParkPal, however, may assign or transfer these Terms or any of its rights or obligations at any time to an affiliate or in connection with a merger, acquisition, reorganization, or sale of assets. These Terms will bind and inure to the benefit of the parties and their permitted successors and assigns.

**No Third-Party Beneficiaries:** These Terms do not and are not intended to confer any rights or remedies upon anyone except you and ParkPal (and our respective successors and permitted assigns). This means no third party (including other users, event organizers, etc.) can enforce any of these Terms against ParkPal. The agreement is exclusively between you and ParkPal. *(For clarity, while Hosts and Users make arrangements between themselves, each of them is separately in agreement with ParkPal via these Terms.)*

**Headings:** The headings and section titles in this Agreement are for convenience only and have no legal or contractual effect. They do not limit or define the scope of any section.

**Communications:** You agree that ParkPal may communicate with you electronically (e.g., via email or via Platform notifications) regarding your account, bookings, or important updates to these Terms or the Platform. It is your responsibility to provide ParkPal with your current email address and to regularly check for messages. All notices from you to ParkPal regarding this Agreement should be sent through our official support channels (such as a support email or mailing address provided on our website).

**Contact Information:** If you have any questions or concerns about these Terms or need to contact us for any reason, please reach out to ParkPal at [contact email/address]. We welcome feedback and will do our best to address any issues.

---

By using the ParkPal Platform as either a Host or a User, you acknowledge that you have read, understood, and agree to these Terms and Conditions in their entirety. **Thank you for being part of ParkPal**, and we appreciate your commitment to creating a safe and convenient community for shared parking! Safe travels and happy parking! 2 1 5 6 8

---

1 Brown Paper Tickets

<https://www.brownpapertickets.com/buyer-terms.html>

2 3 4 5 6 7 8 Terms and Conditions | ParqEx

<https://parqex.com/terms-and-conditions/>