



Terms Of Use - OnlyPark Pty Ltd

1. Introduction

1.1. The following terms and conditions govern the relationship between you and OnlyPark Pty Ltd (ABN [Your ABN]) ("OnlyPark", "we", "us" or "our"). By accessing and using the OnlyPark QR Visitor/Customer App, OnlyPark website, or any other OnlyPark services, technology, or solutions, you agree to comply with and be legally bound by these Terms of Use, which govern your access to, and use of, the OnlyPark system and services.

1.2. Please read these terms and conditions carefully and keep them for future reference. If you do not accept these terms and conditions, you must not access or use our services. If you have any questions, please contact our customer service.

2. Definitions and Interpretation

2.1. In these terms and conditions:

- "Account" means an account set up by you on the OnlyPark system.
- "App" means OnlyPark's mobile phone application.
- "OnlyPark System" means the electronic system for managing parking and related products and services, which you access and use via the App or the website.
- "Operator" means any parking operator who owns, operates, or manages parking lots and who has a relationship with OnlyPark.
- "Parking Session" means the period of time your vehicle is parked at a parking lot.
- "Privacy Policy" means our privacy policy available on our website.
- "Services" means the parking services and other related products and services that OnlyPark may offer from time to time.
- "Website" means our website www.onlypark.com.au

3. Scope of this Agreement

3.1. OnlyPark facilitates technology and operational systems for parking on behalf of landlords, property managers, and authorised entities. We are not responsible for the availability, pricing, enforcement decisions, or physical condition of any parking site.

3.2. This agreement applies to your use of the OnlyPark system and services owned, licensed, operated, or offered by us from time to time. OnlyPark is not an Operator and does not own, operate, manage, or





supply parking lots or spaces. Our role in providing you with access and use of the OnlyPark system and services should be construed strictly in this context.

3.3. By downloading, accessing, and using the OnlyPark system and services, we grant you a non-exclusive, non-transferable, personal, revocable, limited, and non-sublicensable license to download, install, access, and use the OnlyPark system and the relevant services you have registered for.

4. Registration and Access

4.1. You must not use false or misleading information when registering. OnlyPark may suspend or cancel your account without notice if you breach these Terms or misuse the system.

4.2. To access and use the OnlyPark system and services, you must create and set up an account on the OnlyPark system. We reserve the right to reject the registration of an account without reasons or notice.

4.3. You must provide and keep up-to-date accurate registration information, including personal information such as your full name, email address, and vehicle registration number. All personal information you provide is subject to our Privacy Policy.

4.4. You are responsible for maintaining control over, and the confidentiality of, your account and password. You must notify us immediately of any unauthorized access or use of your account.

5. Your Responsibilities

5.1. When accessing and using the OnlyPark system and services, you must:

- Obtain and maintain all hardware, software, and communications equipment necessary to download, access, and use the OnlyPark system and services.
- Comply with all relevant laws with respect to your obligations under this agreement.
- Comply with all of our directions, policies, and guidelines advised in writing to you or as displayed on the OnlyPark system.

5.2. You must not:

- Introduce, access, store, distribute or transmit any viruses, worms, trojans, or other malicious code into the OnlyPark system.
- Violate any intellectual property rights of OnlyPark or any third party.





- Copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit, or distribute all or any portion of the OnlyPark system.

6. Parking Services

6.1. You can start a parking session by using the services made available through the OnlyPark system. The parking session is terminated when the parking time expires, you reach the maximum parking limit, or you manually end the session.

6.2. Use of the services does not guarantee you a parking space. You are responsible for locating an available space and complying with all posted signage and local rules before starting a parking session.

6.3. You are responsible for starting the parking session correctly and ensuring that the specified parking lot and vehicle registration number are correct.

6.4. Use of the services does not guarantee you a parking space. You should start a parking session only after you have found an available parking space.

7. Verification of Parking Transactions and Receipts

7.1. SMS or other messaging features may incur standard carrier fees. We are not responsible for messages delayed or not delivered due to carrier or user errors.

7.2. The status of your parking sessions will be available in real-time in your account, which can be accessed via the App or the website. We may offer verification messages by SMS or other methods, which may incur additional fees.

8. Information Security

8.1. We take reasonable steps to protect personal information from misuse, interference, loss, unauthorized access, modification, or disclosure.

9. Changes to the Services or this Agreement

9.1. Continued use of the services following changes will constitute acceptance of those changes.

9.2. We reserve the right to change any provision of this agreement or the services at any time on 14 days' written notice to you, either by posting it on the website or by email. If you do not agree to these changes, you should stop using the OnlyPark system and services.





10. Contact Us

If you have any questions about the OnlyPark system, services, or these terms and conditions, please contact our customer service via:

Email: info@onlypark.com.au

11. Notices

11.1. By accessing and using the OnlyPark system and services, you accept that communication with us will be mainly electronic. We will contact you by email, App notification, SMS, or by posting notices on the OnlyPark system.





12. General

12.1. A waiver of any right under this agreement is only effective if it is in writing.

12.2. If any provision of this agreement is found to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

12.3. This agreement constitutes the whole agreement between the parties and supersedes any previous arrangements.

12.4. You must not assign or transfer any of your rights or obligations under this agreement without our prior written consent.

12.5. The laws of the state of Queensland, Australia govern this agreement. You agree to submit to the exclusive jurisdiction of the courts of Queensland, Australia.

12.6. Nothing in these Terms is intended to limit any rights you may have under the Australian Consumer Law.

