

Terms of Service

1. Key Terms

Parkr provides an online platform that connects owners who have a classified “Private Property” they intend to list to renters seeking to rent such “Private Property” for the purpose of parking, for which the “Private Property” must adhere to its city bylaws. This is collectively, the “**Services**” which are accessible at www.getparkr.com (“**Site**”) and any other websites through which Parkr makes the Services available and as applications for mobile, tablet and other smart devices and application program interfaces (collectively, the “**Application**”)

If you are using the Site, Application or Services and you reside in Canada, these Terms of Service are between you and Parkr, Inc.

“**Listing**” means a Private Property that is listed by an Owner as available for Booking via the Site, Application, and Services.

“**Member**” means a person who completes Parkr’s account registration process, including but not limited to Owners and 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 Parkr promotional campaign to be made available through the Site, Application or Services.

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

“**Private Property**” means land not owned or occupied by the City, province, or country to which the property is in

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

“**Renter**” means a Member who requests from an Owner a Booking of a Listing via the Site, Application or Services, or a Member who stays at an Accommodation and is not the Owner for the associated Listing.

-NEEDS REVISION, REVIEW AND ADDITIONAL DEFINITIONS (can be copied over to privacy agreement)

2. Terms of Service

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by parkr.

By way of example, and not as a limitation, you agree not to use the Services:

For the listing of private property deemed to be illegal either by federal or provincial or city bylaws if it were to be used as a commercial parking spot or by any other means deemed to be illegal by the city and/or province and/or country.

To use private property found using the Application or Services for any purpose other than what's intended and explicitly documented by Parkr.

To use the Service, Site, or Application to conduct any activities deemed to be illegal by the city and/or province and/or country.

Certain areas of the Site and Application may have different terms and conditions, standards or policies which may require you to comply and accept these additional terms and conditions.

Should there be conflict between existing terms and conditions, the latter shall take precedence with regards to the use or access of the Site, Application or Services.

If you do not agree to these Terms, you have no right to use the Site, Application or Services. If the Site, Application or Services are used not in accordance with these Terms, you are subject to civil and criminal penalties. (*This should point should be moved up*)

The site, application and services are composed of an online platform through which an Owner may create Listings and Renters may learn about and book the listing directly from the owner. You understand that Parkr is not a party to any of the agreements made between owners and renters. Parkr is not a permit officer, real estate broker, agent or insurer. Parkr has no control over owners, renters and other users of the Site, Application and Services or any of the Listings and disclaims all liability in this regard to maximum extent permitted by law.

If you create a listing on parkr, you understand and agree that your relationship with parkr is and only as a member and an independent, third-party contractor, and not an employee, agent, joint venture or partner of parkr for any reason, and that you act exclusively on your own behalf and for your own benefit, and not on behalf or for the benefit of parkr. Parkr does not control your listing or any activities associated with your listing outside of our Site, Application and Services agreement. As a member, you agree to not do anything to purport any endorsements or partnerships with parkr nor to act in representation or for the interest(s) of parkr.

You acknowledge and agree that by accessing or using the Site, Application or Services in any way indicates that you have read, and that you understand and agree to the terms to which you are bound to when receiving our services. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and in such event, "you" and "your" will refer and apply to that company or other legal entity.

3. Modification

Parkr reserves the right, at its own discretion to modify the Site, Application or Services or to modify these Terms, including the Service Fees, at any time and without prior notice. If we modify these Terms, these modifications will be relayed to all Members by email. The “Last Updated” date will also be updated to reflect these modifications. Changes to these Terms will be effective immediately at the time of posting. Your continued access or use of the Site, Application or Services means that you accept and are bound to the modified Terms. If the modified Terms contain material changes applicable to existing Members, this notice will be provided prior to the changes taking effect. Should the modified Terms be unacceptable to you, your only alternative is to cease the use of the Site, Application and Services and close your Parkr account. Failure to do so constitute your acceptance of these changes.

4. Eligibility

The Site, Application and Services are intended for persons who are 18 or older. Anyone under 18 is explicitly prohibited from using the Site, Application or Services. By using the Site, Application or Services, you warrant that you are 18 or older.

5. How the Site, Application and Services Work

To be updated.

6. Account Registration

In order to access and use some or a portion of the Site, Services and/or Application you may be required to register with us and set up an account with your email address and password (your “Account”). You are solely responsible for maintaining the confidentiality of your password and all activities associated with your account. You can register by logging in your account with a third-party service and give us permission to access, store and use your service as accordingly.

You agree to provide and update all your information required by the registration process to accuracy and completion. By registering an account with parkr, you are understand that you are solely responsible for any activities or actions under your parkr account.

7. Private Property Listing

To create a Listing, you will be asked a variety of questions about the Listing, including but not limited to, the location, size, features, amenities, availability of the Listing as well as the financial and related terms with regards to the Listing. In order to be featured in Listings via the Site, Application and Services, all Listings must have valid physical addresses. You understand that your Listing will be made public via the Site, Application and Services and that the visibility of your Listing in search results depend on factors included but not limited to Renter preferences, booking requirements and ratings.

You understand and agree that upon successful booking via the Site, Services or Application, you may not request the Renter to pay a price higher than what was indicated in the transacted Booking.

You understand and agree that you are solely responsible for all Listings and content you post. As such, you represent and warrant that any Listing that you post or the Booking of a Listing will i) not breach any agreements you have entered into with any third parties such as condominium, homeowners association or other third party agreements and ii) be in compliance with all applicable regulations and laws such as bylaws instated by the city or zoning laws, required permits, licenses and registrations, and ii) not conflict with the rights of third parties. You acknowledge and understand that parkr assumes no responsibility for an Owner's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. Parkr reserves the right to remove or disable access to any Listing for any reason and at any time without prior notice should a Listing be in violation of parkr's policies or Terms by parkr's objection.

If you are an Owner, you understand and agree parkr does not act as your insurer. If a Renter requests the Booking of your Listing, any agreement made is solely between you and the Renter.

When you create a Listing, you have the option of including certain requirements which must be met by the Renters such as profile picture, minimum user rating or verified phone number in order to book the Listing.

Parkr recommends that Owners obtain appropriate insurance for their Listings. Please review all insurance policies that you have for your Listing, including but not limited to, whether or not your insurance policy provides coverage for the actions or inactions relating to Renters during the time your stated Renter is using stated Listing.

Parkr offers Owners the option to include photos and instructions to a Listing. For information regarding on how to use these features, refer to **How the Site, Application and Services Work** section in the Terms and Conditions.

9. Bookings and Financial Terms

A. Key Definitions

"Listing Fees" means the amounts that are due and payable by a Renter in exchange for the use of the Listing offered by the Owner, calculated by the Owner's own terms (hourly, weekly, monthly).

"Owner Fees" means the fee that parkr charges an Owner for the use of the Services, which is calculated as a percentage of the applicable Listing Fees. The calculated fees will be described upon selection of payment method. The Owner Fees will be displayed to the Owner upon the successful booking of the Listing.

“Payment Method” means the payment method(s) that you have chosen to use when accessing or using the Services offered by parkr.

“Total Fees” means the sum of the Owner Fees and the Listing Fees plus any taxes.

B. Bookings and Financial Terms for Owners

If you are an Owner and a Booking is transacted, you are required to reject the Booking Request within the Booking Request Period, otherwise the Booking will automatically be approved. When a Booking is requested via the Site, Application or Services, we will share with you the name of the user who requested the Booking, their profile page and vehicle information.

Parkr will collect the Total Fees as according to the Listing terms of payment (hourly, weekly, monthly) at the start of each of the stated cycles.

Each Owner agrees that parkr may permit the Renter to cancel the Booking (**define Booking request period and cancellation terms**) .

C. Bookings and Financial Terms for Renters

As a Renter, if you choose to make a Booking of a Listing, you agree and understand that you will be required to enter into an agreement with the Owner and you agree to accept the terms imposed by the Owner with regards to the Listing at the time of the Booking.

You acknowledge and agree that you and not Parkr, will be financially held accountable for honouring the obligations to these agreements. The Listing Fees will be displayed to you upon accessing and using the Site, Application or Services.

10. Damage to Private Property

As a Renter, you are responsible for leaving the Private Property in the same condition as when you arrived. You acknowledge and agree that as a Renter, you are responsible for the actions and consequences of those actions performed by you or any individuals whom you invite.

Should the Private Property be damaged, the Owner can seek appropriate compensation from the Renter but the compensation, pursuit or any other activities or liabilities that result from the damage claim will not involve Parkr.

11. Overstaying without the Owner's Consent

Renters agree that they are only allowed to rent the Private Property as defined by the Listing. Renters agree to leave the Private Property no later than the indicated hours of availability and that failure to do so grants the Owner permission to seek additional compensation amount to double the Listing Fees indicated in their Listing.

12. User Conduct

You understand and agree that you are solely responsible for complying with any and all laws, regulations and obligations that pertain to using the Site, Application or Services.