

## Terms of Service

Updated 1/18/2022

This page outlines the "Terms and Conditions" which you may use ParkMyCarShare.com. Please read this page carefully. If you do not accept the terms and conditions expressed here, do not use this web site or our service. By using this web site and our service, you expressly agree to be bound by the terms set forth herein.

### Parking Purchase Policy:

Our goal at ParkMyCarShare.com is to make your purchasing experience easy, efficient and equitable, so that you can run your business as a rental car host. The following purchase policies are designed to ensure your satisfaction and understanding of the purchase process on ParkMyCarShare.com. If you have any questions about the information below, please contact us using [info@ParkMyCarShare.com](mailto:info@ParkMyCarShare.com).

### Payment Methods:

ParkMyCarShare.com accepts several methods of payment to accommodate your needs, including: American Express, Discover, MasterCard, Visa.

## Pricing and Availability:

ParkMyCarShare.com arranges access to parking on behalf of independently owned and operated parking facilities (hereinafter referred to as “Parking Partners” or “Partners”). ParkMyCarShare is the exclusive partner, meaning that our service/platform is the only authorized method for rental car hosts to park at the facility. Parking outside of the platform by pulling tickets, or making reservations could result in booting, towing or permanent blacklisting by our parking partners.

In order to access parking, each vehicle you wish to park must be registered on the ParkMyCarShare platform (free), have a vehicle fast pass for the facility (**\$5.99/vehicle/month/facility**) and must display the ParkMyCarShare Window Cling (available at the parking office). The vehicle fast pass must be used exclusively for entry and exit from the facility. Each vehicle fast pass is associated with your account and the corresponding credit card(s) on file.

There are two parking options available through ParkMyCarShare at most locations. You may choose pay per use alone or may add the monthly reserved product to your account.

1. **Pay per use (required).** Each vehicle will be charged for the days of parking used by your rental car.
  - a. If your vehicle enters the parking facility during any calendar day it will be charged for that day at the beginning of the

next day. This vehicle with this vehicle fast pass may enter and exit the facility for the entire day free of additional charge. The current daily parking rates for each facility can be found [at app.ParkMyCarShare.com](https://app.ParkMyCarShare.com). These rates are subject to change. There is no guarantee of availability for the pay per use ParkMyCarShare product.

2. **Monthly Reserved Space(s) (Optional).** Each Reserved Space has a monthly subscription fee that gives you the right to occupy that space every day of the month- there is a reserved space subscription agreement ( 5 spaces minimum & 6 month minimum term) for each facility. In general your fleet may occupy up to the number of reserved spaces you have on your account, for no additional charge. If your usage of the facility exceeds the number of reserved spaces (at any time) you will be charged for the extra vehicle(s) under the pay per use model. Reserved Spaces come with a brandable numbered sign. The current monthly reserved subscription rates for each facility can be found [at app.ParkMyCarShare.com](https://app.ParkMyCarShare.com)

Some parking facilities have premium parking areas, i.e covered vs uncovered. If there is an authorized area in the premium section and your vehicle fast pass is used to gain access, you will be charged for the premium rate for the vehicle's entire stay.

The Park My Car Share platform supports primary and secondary cards. If your payment is declined we will notify you of a problem with the

card via email and will try the card for three consecutive days. If the charge fails three times we will deactivate your account until payment is made.

ParkMyCarShare.com does not set the parking prices, operate the parking lots, or determine parking availability.

It is solely your responsibility to pay for license taxes and fees associated with the rental of your vehicle (i.e. airport, city, etc) and by using this platform you are attesting that you are paying all of your fees as required.

Your rate may not be combined with any additional coupons, special offers or other promotion at the parking lot. Special discounts will not apply and the only form of payment is the credit card on file.

Credit Card Billing - For pay per use activity your credit card will be charged the day after your registered vehicle exits the facility. Your charge card statement will indicate the purchase was from ParkMyCarShare.

## Fast Pass Subscription Fee, Daily Parking Fee & Reserved Space Subscription Amounts:

You hereby authorize ParkMyCarShare.com to charge an amount equal to the Fast Pass Subscription Fee to your credit or debit card each month the Fast Pass is active, and you hereby represent that you

authorize us to process the transaction. The “Fast Pass Vehicle ID@Facility Name” amount will be displayed as the “You Paid” amount on your parking barcode receipt after your transaction has been processed. The first month will be prorated and then you will be charged a full subscription fee the first of each month thereafter for the duration of the term of the agreement.

You hereby authorize ParkMyCarShare.com to charge an amount equal to the Daily Parking Fee (X the number of days\*\* your fast pass was in the facility) + any taxes, airport fees or facility fines to your credit or debit card and you hereby represent that you authorize us to process the transaction. The “Daily Parking Fee” amount will be displayed as the “You Paid” amount on your parking fee receipt after your transaction has processed.

\*\* A parking day is any unique calendar day with a parking session. No additional charges will apply for entry and exit on the same calendar day, with the exception of fines.

You hereby authorize ParkMyCarShare.com to charge an amount equal to the Monthly Reserved Space Subscription Fee to your credit or debit card each month for the duration of your subscription, and you hereby represent that you authorize us to process the transaction. The first month will be prorated and then you will be charged a full subscription fee the first of each month thereafter for the duration of the term of the agreement.

Schedule of fines.

ParkMyCarShare fines/automatic charges. Fines at each facility can be found at [app.parkmycarshare.com](https://app.parkmycarshare.com)

**(Credential Misuse)** Entry with no Exit or Exit with no Entry

ParkMyCarShare requires that the fast pass be used for each entry and exit with its registered vehicle. The fast pass should be used the first time for an entry into the facility and then the next time it is used it should be for an exit and so on. If there is one side of the parking session without the other there will be an automatic fine.

If an account has an excessive amount of missing entry or exit transactions ParkMyCarShare and/or the partner parking facility reserves the right to prohibit you from parking at the facility.

**Fast Pass with incorrect license plate**

Each vehicle fast pass is to be used only with the vehicle it is registered to. If the fast pass is used with a different vehicle you will be automatically fined.

**More than one space**

If your vehicle occupies more than one space, your vehicle will be charged for the number of spaces occupied.

**Parking in unauthorized areas.**

The authorized parking area for each location can be found at [app.parkmycarshare.com](http://app.parkmycarshare.com). If you or your customers park the car in an unauthorized area, you are subject to towing and a \$40.00 fine.

**ParkMyCarShare Window Cling.**

Each registered vehicle on the parkmycarshare platform must have a window cling present in the front windshield. Failure to do so will result in a \$50.00 Fine.

## Refund Policy:

To dispute a fine or a charge or for general inquiry about your parking charges email support @parkmycarshare.com

Before purchasing your fast pass and or reserved space subscription , carefully review the facility rules. Vehicle Fast Pass and Reserved Space subscription amounts are nonrefundable.

## Copyrights and Trademarks:

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## Acceptable Site Use:

The parkmycarshare.com service featured on this web site is provided solely to facilitate car rental hosts to park their car share fleets in an authorized manner at partner parking facilities and for no other purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use this Web site



in accordance with all terms and conditions herein. You agree to be financially responsible for all of your use of this Web site (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of this Web site by minors under your name or account. You also warrant that all information supplied by you or members of your household in using this Web site is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the services of this Web site shall be used only to manage your car share fleet parking at the partner facilities. and make purchases for you or for another person for whom you are legally authorized to act. You understand that abuse of the parking services available through this Web site or breaking of facility or parkmycarshare rules may result in you being denied access to such facilities.

You agree to abide by the terms or conditions of purchase imposed by any facility with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with all rules and restrictions regarding availability of services. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Web site.

Users are prohibited from violating or attempting to violate the security of this web site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the

user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the web site, overloading, "flooding", "spamming", or "crashing", (d) sending unsolicited email, including promotions or and/or advertising of products or service. Users shall not duplicate, download, publish, modify or otherwise distribute the material on this site for any purpose without the express written consent of ParkMyCarShare.com and agree to not deep-link to the site for any purpose, unless specifically authorized by ParkMyCarShare.com to do so. Violations of system or web site may result in civil, criminal, and injunctive redress.

## Offline Conduct:

It is a violation of these terms to use any information obtained from this Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit or sell to any User without their prior explicit consent.

## User Reviews and User Generated Content:

You hereby warrant and represent that any review you posted on the Site, or submitted at ParkMyCarShare.com is based upon an actual experience during the last twenty four (24) months with the reviewed parking lot. Reviews, including other user-generated content does not

reflect the opinion ParkMyCarShare.com or any affiliated companies, or its employees, officers, directors, or shareholders. ParkMyCarShare.com disclaims all liability and responsibility for any review or other user generated content and for any damages, claims, or losses resulting from any such review or other user generated content.

You acknowledge that ParkMyCarShare.com has the right in its sole discretion to display or refuse or remove any user generated content posted by you on the Site, including, without limitation, ratings, reviews, and user profile information, collectively "User Content". By submitting or posting User Content to ParkMyCarShare.com, you hereby warrant and represent that you maintain all rights that are necessary to post or submit such User Content to the Site. ParkMyCarShare.com owns exclusive intellectual property rights to the User Content and shall be entitled to disseminate and use User Content for any purpose deemed necessary, without compensations or acknowledgment to you.

You hereby agree that you will not submit or post User Content that (a) contains or features advertising, marketing or commercial messages; (b) contains offensive, violent, harmful, or abusive language; or (c) contain or encrypted with viruses, worms, Trojan horses, time bombs or other computer programming schemes that are intended to interfere with, damage, intercept or appropriate any data, system, personal information.

## ParkMyCarShare.com Liability:

ParkMyCarShare.com makes no guarantee of any specific result from use of this Site or use of the ParkMyCarShare.com service.

ParkMyCarShare.com disclaims any and all liability for the acts, omissions and conduct of any parking vendors, hotel vendors, third party users, ParkMyCarShare.com users, advertisers and/or sponsors on the Site, in connection with the ParkMyCarShare.com service or otherwise related to your use of the Site and/or the ParkMyCarShare.com service. ParkMyCarShare.com is not responsible for the products, services, actions or failure to act of any venue, performer, parking vendor, promoter or other third party in connection with or referenced on the Site. Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the Site to ParkMyCarShare.com at [info@ParkMyCarShare.com](mailto:info@ParkMyCarShare.com).

ParkMyCarShare.com may investigate the claim and take appropriate action, at it's sole discretion.

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### Disclaimer of Consequential Damages:

In no event shall ParkMyCarShare.com, its suppliers, Parking Partners or any third parties mentioned on the web site be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the web site and the material, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages.

### Limitation of Liability:

The aggregate liability for ParkMyCarShare.com, Inc. to you for all claims arising from the use of this web site and Materials is limited to \$200.

## Disputes:

If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed by the laws of the State of Ohio without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of Ohio City of Cincinnati.

## Indemnity:

You agree to defend, indemnify, and hold harmless ParkMyCarShare.com, Soap Monkey, Inc., its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of this web site or the Material or your breach of the terms of these Terms of Service.

ParkMyCarShare.com, Inc. shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

## Modification:

ParkMyCarShare.com may at any time modify these terms and conditions and your continued use of this site will be conditioned upon the terms and conditions in force at the time of your use.

## Severability:

The provisions for these Terms of Service are intended to be severable. If for any reason any provision of these Terms of Service shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Acknowledgement of the Terms of Service, including all documents referenced herein, represents the entire understanding between you and ParkMyCarShare.com regarding your relationship with ParkMyCarShare.com and supersedes any prior statements or representations. You agree to be bound by the Terms of Service by using the ParkMyCarShare.com web site.

## Affiliate Disclosure:

In compliance with FTC guidelines, please assume the following about links and posts on ParkMyCarShare.com:

Some of the links leading out of this website are affiliate links, which mean that we may earn a small commission when you click on them or purchase recommended items.

Although we may receive commissions, we take all our recommendations very seriously and do not recommend products that we don't believe bring value. If you have any questions about our recommendations, please reach out.

