

TERMS AND CONDITIONS OF USE – UPDATE 13/09/2018

1. Information - Disclaimer

The “OnePark” website and mobile application are published by the company OnePark, simplified joint-stock company (*société par actions simplifiée*) with a share capital of €47,495.00, registered with the French Register of Commerce and Companies in Paris under number 790 272 033, registered office located at 10, rue Chaptal, 75009 Paris and VAT number FR 20 790 272 033 00016 (“OnePark”). The publication director is Gilles Latouche.

OnePark operates an online platform that offers a service for communication with the public that (art. L.111-7, French Consumer Code) (i) ranks and indexes, using computer algorithms, the Partner Car Parks on the Site and the Application (terms defined hereafter), as well as (ii) connects Users with Partner Car Parks so that the Service may be provided to them.

In addition, OnePark collects, moderates and diffuses User comments. OnePark provides its Users with “*accurate, clear and transparent information on how comments are published and processed online*” in accordance with the law. Any User who wishes to have their comment published online should first consult the Client Comments and Recommendations Charter.

The website is hosted by Heroku Inc., 650 7th Street, 94103, San Francisco, CA, USA, in the Amazon Web Services data centres located in Ireland.

2. Definitions

The terms that begin with a capital letter have the following meanings, whether they are used in the singular or the plural:

- “**Application**”: means the mobile application developed by OnePark and available for download on the App Store and GooglePlay.
- “**ToU**”: means the present terms and conditions of use along with supporting documents.
- “**ToS**” or “**Terms and Conditions of Sale**”: means the conditions for reserving and provision of a Parking Space that belongs to each Partner, including the Partner Car Parks, in exchange for payment by the User.
- “**Personal Account**”: means the account created by each User on the Site or Application in order to access the Services.
- “**Reservation Confirmation Email**”: means the contractual document that the User receives electronically confirming and summarizing their Reservation, the amount they have paid, and all necessary information for parking at the Partner Car Park, as well as the cancellation policy.
- “**Parking Space**”: means any Parking Space that a Partner makes available for reservation *via* the Site and Application in a Partner Car Park.
- “**Partner Car Park Page**”: means each Partner Car Park’s page, on which is listed the location, entry/exit conditions, available spaces and applicable prices.

- **“Login Information”**: means the email and password with which a User can connect to their Personal Account.
- **“Partner”**: means any kind of provider, public or private, that has concluded a partnership contract with OnePark so that their Parking Spaces may be rented *via* the OnePark Solution.
- **“Partner Car Park”**: means any public or private car park with their Parking Spaces available for rent *via* the Site or Application.
- **“Reservation”**: means a Parking Space reserved by a User via the Site or the Application, and the resulting temporary availability contract concluded between the User and the Partner Car Park.
- **“Service”**: means the service(s) offered by OnePark or its Partners *via* the Site or Application that allow any User to make a Reservation for a Parking Space at a Car Park to park their motor vehicle.
- **“Site”**: means the website accessible at www.onepark.co, www.onepark.fr or all of their sub-domains as well as all of their elements and content (graphic charter, frameworks, banners, flash animations and video, source code, html code, etc.).
- **“OnePark Solution”**: means all technology developed and Services offered by OnePark via the Site and the Application.
- **“User”**: means any person using the Site or Application to make a Reservation for a Parking Space at a Car Park to park their motor vehicle.

3. Purpose and Acceptance of the ToU

The ToU define the terms and conditions of use for the Site, Application and Services available there.

The User must accept the present ToU before using the OnePark Solution or making a Reservation. When creating their Personal Account and for each Reservation, the User is asked to read and accept the ToU before continuing to use the Application and Site. The ToU must be accepted in their entirety and unconditionally.

If the ToU and the Reservation Confirmation Email contradict each other, the ToU take precedence.

OnePark reserves the right to adapt or modify the ToU, the features of the Site and Application and their operating rules at any time.

If a modification takes place after a parking period has begun, it does not apply to the parking period in progress.

4. OnePark and its Services

OnePark is a digital service provider that provides the OnePark Solution to its Partners and Users so that the Users can reserve Parking Spaces in the Partner Car Parks.

The OnePark Solution is a technology comprised of software and equipment that offers the following Services:

- the list of Partner Car Parks near an address or point of interest,
- availabilities and prices of Parking Spaces offered by the Partner Car Parks,
- Reservation of Parking Spaces offered by the Partners,
- secure and encrypted payment of all Reservations via charging the card entered in the Personal Account or upon reserving,
- in the Application, location tracking for the User and GPS guidance to the Partner Car Park in which they have reserved a Parking Space, as long as their smartphone is compatible with this service, they have activated their location data and all technical criteria are met (signal availability in particular), and
- a help centre for questions about the Services provided by OnePark or their Partners.

OnePark indexes the selected Partner CarParks based on several criteria (including proximity to points of interest such as train stations, airports, business centres, etc., the price, and level of customer service), and thus creates Partner Car Park Pages using the information provided by the Partners. OnePark endeavours to ensure that this information is reliable, but cannot guarantee that it is up-to-date, accurate or complete.

OnePark has no control whatsoever over its Partner Car Parks and the Parking Spaces provided by the Partners, particularly in terms of quality, state of upkeep or safety conditions. OnePark reserves the right to deindex Partner Car parks if they no longer meet OnePark's criteria and/or violate their contractual obligations to OnePark.

In making a Reservation *via* the Site or Application for a Parking Space in a Partner Car Park, the User contracts directly with the Partner in question, and OnePark is only an intermediary.

OnePark cannot guarantee that the Site, Application and Services offered there will be accessible at all times without interruption or breakdown, as access may be suspended for ongoing or corrective maintenance or circumstances beyond the control of OnePark.

OnePark also does not guarantee that the Site and Application will be free of anomalies, errors or bugs, nor that any such issues can be corrected, nor that the Site or Application will be compatible with the User's hardware or configuration.

5. Personal Account

The User must create a Personal Account before gaining access to the Services. In order to do so, the User must enter identification information on the Site or Application (last name, first name, address, birth date, cell phone number, etc.), a valid email address, which will be their user name, and choose a password (together, their “**Identity Information**”).

The User must also, when they make their first Reservation, add payment information, i.e. the card number, expiration date and security code for the card with which they would like to pay for the Reservation and any additional fees.

The User is responsible for updating their Identity Information and commits to providing only information that is accurate and true when they create or update their Personal Account.

The User’s Login Information is their own and is reserved for personal use only. Therefore, the User commits to keep their Login Information private and not to share it with a third party. Any action performed using the User’s Login Information will be considered as having been performed by the User and under their responsibility. The User understands that they are fully responsible for any use of their Login Information or Personal Account.

If a third party uses a User’s Login Information or Personal Account without authorization, OnePark may not be held liable to the User and the User must inform OnePark of the situation immediately, via an email to: customer.service@onepark.co.

The User may request that their Personal Account be deleted at any time by sending an email to the OnePark customer service department at customer.service@onepark.co. The Personal Account will only be deleted after the end of any transaction or Reservation in progress.

6. Reserving a Parking Space

6.1 Reservations

The User may make Reservations for Parking Spaces in Partner Car Parks *via* their Personal Account, either on the Site or Application.

OnePark suggests a list of Partner Car Parks with Parking Spaces available, ranked (i) either according to their distance from the address entered by the User (default ranking), with the closer Partner Car Parks ranking in priority over the farther Car Parks, (ii) or by price (low to high), depending on which sorting option the User selects on the Site or Application.

OnePark clarifies that it is paid by its Partners for the Service it provides, but this compensation has no effect on the indexing or ranking of the Partner Car Park offers. OnePark has financial relationships with certain Partners, but this has no influence on the indexing or ranking of the Partner Car Park offers.

When making a Reservation, the User must enter the date and time of the beginning of the Parking Space Reservation, its minimum duration, the vehicle type and licence plate number for the vehicle that they will park in the Parking Space, if the Reservation is for an airport zone, the outbound and/or inbound flight number, the origin city, meeting place, number of passengers, date and time of



landing, as well as the bank card or other means of payment for the Reservation (the card or means of payment saved in the Personal Account is listed by default).

All Reservations are exclusive to the vehicle with the licence plate number entered for the Reservation. The User will receive a Reservation Confirmation Email for each confirmed Reservation.

Specific information for each Partner Car Park (type and height of authorized vehicles, entry and exit conditions, cancellation policy, etc.) is indicated on the Partner Car Park Page and if applicable in each Partner Car Park's Terms and Conditions of Sale. It is the User's responsibility to acquaint themselves with the information on the Partner Car Park Page and the Terms and Conditions of Sale before Reservation confirmation, as they must accept both before their Reservation can be confirmed.

All Reservations imply, in addition to acceptance of the present ToU, the acceptance of the entirety of the Partner in question's Terms and Conditions of Sale and, if applicable, the rules of procedure of the Partner Car Park in question.

6.2 Cancellation

The User may cancel their Reservation free of charge until the end of the time limit indicated on the Partner Car Park Page as well as in the Reservation Confirmation Email, as long as they have not yet entered the Partner Car Park.

If the User cancels their Reservation after this time limit, the amount they prepaid will remain paid to the Partner in question, subject to the stipulations of the ToS regarding the right to withdrawal.

6.3 Insurance and Warranties

OnePark does not provide insurance if the Reservation is cancelled (beyond the free cancellation as indicated in article 6.2 above), or partially or entirely unused, or if the vehicle is stolen, destroyed or damaged while in the Car Park, and does not provide a warranty for Service provision. It is the User's responsibility to confirm the coverage conditions of their own insurance policy before the Reservation.

7. Rates

The applicable rates and methods of payment are detailed in article 5 of the ToS. The rates displayed include compensation for OnePark's Service as well as the compensation due to the Partner Car Park for occupying their Parking Space for the duration of the Reservation.

OnePark reserves the right to change the rates at any time. The Reservations confirmed by OnePark are billed to the User based on the rates in force when the Reservation is made.

If the User exceeds the duration indicated in the Reservation, they will likely incur additional fees at the rates in force when they exceed their reserved parking period, and the User commits to paying the corresponding additional fee, either directly to the Partner Car Park, or to OnePark. The User authorizes OnePark to use the means of payment indicated for the Reservation for the additional fee.

8. Payment Methods



OnePark collects payment on its own behalf (compensation for the Service provided by OnePark) and on behalf of its Partners (compensation for the availability of the Parking Spaces).

The sums that the Users owe the Partners may be paid by debiting a bank card or any other method of payment that the User inputs when making the Reservation.

The User may access the corresponding invoice by signing into their Personal Account.

The User accepts that the means of payment that they entered to make the Reservation be definitively used for the payment of the Reservation, as well as for the payment of any additional fees if they exceed the duration reserved and any other fees incurred in application of the present ToU. The User also agrees to paying any amount due that has not been paid to OnePark to the Partner Car Park directly.

OnePark reserves the right to suspend a User's access to the Services, either temporarily or permanently, if they default on payment.

OnePark uses a secure payment tool and guarantees that it will never have access to the User's confidential information provided in order to pay for the Reservation.

The User guarantees OnePark that they are authorized to use the means of payment indicated upon Reservation confirmation and that this means of payment gives access to sufficient funds to cover the cost of the Reservation as well as any additional fees incurred by exceeding their time limit or in application of the ToU.

If the payment is refused, the Reservation will be automatically cancelled and the User will be informed of said cancellation by email.

9. Circulation and Parking in the Partner Car Park

Traffic circulation and parking patterns may vary from one Car Park to another.

The User commits to reading the Terms and Conditions of Sale that apply to each Reservation, the information on the Partner Car Park Page, as well as the information on the Partner Car Park's regulations if applicable, and to following all indications found in these documents when accessing the Car Park, parking their vehicle and exiting the Car Park.

The User commits to occupying the Parking Space only for parking their vehicle, exclusive of all other uses.

The User commits to refrain from storing dangerous, toxic, flammable and/or banned goods in the vehicle parked in the Parking Space. The User guarantees that the vehicle parked in the Parking Space is in good condition and up-to-date on official service check-ups, if applicable. The User guarantees that they are either the owner of the vehicle parked in the Parking Space or have the right to drive it, whether it is a rental or borrowed vehicle.

If the User is assigned a specific Parking Space when they make their Reservation, they must use the assigned space to park their vehicle. If there is a parking area reserved for OnePark Users, the User must also park their vehicle in this reserved area. If not, they may park their vehicle in any available space.

The User may not, for any reason whatsoever, park outside the limits indicated on the ground, or in a location that obstructs traffic or is unauthorized and, generally, in any place that is not an actual parking space (i.e. traffic lane, access ramp, etc.).

If the User's vehicle is immobilized in a Partner Car Park and/or near its access lanes, the User commits to immediately taking any steps necessary to clear the traffic lanes within the Partner Car Park and to informing OnePark immediately, either by telephone using the number on the Site or Application, or by email at customer.service@onepark.co.

If a User's vehicle is parked or immobilized in a location that is not an indicated parking space or outside the designated Parking Space or the parking area reserved for OnePark Users, the User will be subject to a fine of two hundred (200) euros including tax payable to OnePark, in addition to the sums due if the vehicle is towed or for exceeding the parking period.

After warning the User in writing, and if the User fails to respond within eight (8) days, OnePark or the Partner in question may have the User's vehicle removed, at the User's sole expense and risk. The same applies if there is an accident, presumed danger or any other legitimate basis for removing the User's vehicle.

The User commits to following the Partner Car Park's rules of procedure, its police and safety regulations, all traffic signals including speed limits, any directions given by the Partner Car Park's personnel and all traffic regulations. If the Partner Car Park's personnel witness any violation of these rules, the Reservation may be terminated, and the User will be neither indemnified nor reimbursed.

The User drives and parks in the Partner Car Park at their own risk, as OnePark and its Partners are not responsible for the User's vehicle or for its content and therefore do not monitor the parked vehicles. The amount paid for the Reservation covers parking only, not vehicle surveillance or storage.

However, if the User has reserved a Parking Space with valet service (with a Partner that offers this service), the contractual relationship between the User and the Partner shall be governed by articles 1915 and following of the French Civil Code, and only the Partner shall be liable to the User, subject to any clauses limiting liability in the Car Park's Terms and Conditions of Sale.

10. Leaving the Parking Space

The User commits to leaving the Parking Space under the conditions indicated on the Partner Car Park's Page.

The User must leave the Parking Space as they found it.

The User has no claim to reimbursement if they leave the Parking Space before the end of the Reservation period.

If, when taking their vehicle out of the Car Park, the barrier/exit door is already open, the User must follow the procedure as indicated in the Reservation Confirmation Email to inform OnePark that they have finished using the Parking Space. If not, at the end of the Reservation period, use of the Parking Space will still be billed to the User at the rates in force until the User informs OnePark, with adequate proof, that they are no longer using the Parking Space.

If they exceed their planned parking duration by more than eight (8) days, the User will be subject to a fine of two hundred (200) euros including tax, in addition to the sums due for exceeding the parking period. After warning the User in writing, OnePark or the Partner in question may have the User's vehicle removed, at the User's sole expense and risk.

11. User Obligations – Guarantees

The User guarantees that they are capable, adult and in possession of the registration certificate of the vehicle indicated in the Reservation Confirmation Email.

They also guarantee that the vehicle indicated in the Reservation Confirmation Email is insured, and that they are, as the driver, also insured, that the risks covered by their policy will remain covered throughout the vehicle's parking in the Partner Car Park, and commit to providing proof of insurance upon first request and, generally, that they will respect all legal and regulatory obligations pertaining to insurance. The User guarantees that they (or the driver of the vehicle indicated in the Reservation) possess a valid driver's licence that corresponds to the category of the vehicle.

The User must confirm that their guidance equipment works (GPS, smartphone) and that they are configured to OnePark's specifications in order to access all available Services. In order to use OnePark's location and guidance Service, the User must activate their location data and verify their settings.

The User commits to complying with the ToU, the Partners' Terms and Conditions of Sale for the applicable Services, the rules of procedure and police and safety regulations applicable to the Partner Car Park in which they have reserved a Parking Space, all traffic regulations and, generally, all laws and regulations in force.

Specifically, the User commits to respecting all traffic regulations when using the OnePark Solution, particularly during GPS guidance to the Parking Space and within the Car Park. The User understands



that driving while using a cell phone held in their hand is strictly prohibited. Therefore, if the User activates the location and GPS guidance service offered by OnePark, the cell phone or screen must be held by a phone mount and not in the hand of the driver.

The User commits to refraining from damaging, defacing or dirtying by any means whatsoever the Partner Car Parks and the vehicles and other objects located there.

The User shall not use the information provided on the Application or Site in order to offer a directory service or a service in competition with the Application or the Site in any way whatsoever.

The User commits to refraining from using the Application, site and Services offered for any illegal or fraudulent purposes or in a way that is contrary to public policy or morality or that in any way harms OnePark, its Partners or any third party. The User must also refrain from any form of pirating.

If the User breaches any stipulation of the ToU, OnePark reserves the right to delete their Personal Account, unilaterally and without compensation, after having sent a final formal notice to the User at the email indicated in their Personal Account without response within forty-eight (48) hours after sending.

12. Liability of OnePark and its Partners – Limitations

OnePark has an obligation of means only for the Services that it provides *via* the Site or Application.

In any event, the liability of OnePark and/or its Partners is expressly limited to the amount paid by the User upon Reservation.

OnePark shall not be held liable for any unforeseeable or indirect damage or economic loss such as, but not limited to, loss of profit or potential profit, loss of income, loss or damage to the brand or reputation, etc.

OnePark shall also not be held liable for (i) partial or complete inability to access the Application or Services attributable to an electronic network operator and/or internet service provider, (ii) User misconduct or negligence or incompatibility of their hardware or configuration with the Site, Application or Services offered, (iii) any event that results from a third party or third-party software program, or (iv) for a case of force majeure, including any interruption of telecommunications systems.

Finally, as the contract for provision of a Parking Space is concluded between the User and the Partner Car Park, and OnePark has no control over this, OnePark shall not be held liable for (i) inaccurate information on the Partner Car Parks, (ii) lack of performance or poor performance of obligations by a Partner for a Reservation made *via* the Site or Application, (iii) any damage to the User's vehicle or the User themselves in the Partner Car Park or its surroundings, or (iv) for theft of the User's vehicle or its contents.

13. Information - Claims

Any request for additional information, details or Reservation tracking should be addressed to OnePark's customer service department, using the electronic form accessible on the Site or the phone number on the Site or Application.



Any Reservation made on the Site or Application is legally binding for the Partner Car Park and the User. The Partner Car Park is therefore solely liable for proper provision of parking services (and associated services).

As a technical intermediary, OnePark centralizes the claims pertaining to parking services. All claims must be sent as quickly as possible and within fifteen (15) days at the latest following the end of the Service used, by email to customer.service@onepark.co and by registered mail with acknowledgement of receipt sent to the following address: Onepark – Services Clients - 10, rue Chaptal, 75009 Paris. Any claim made after this deadline cannot be taken into account.

The reception and processing of a claim by OnePark does not imply acceptance of its validity. If the claim pertains to a Service offered by a Partner, OnePark's customer service department will send it to the Partner in question and will act on their behalf under the conditions and limitations stipulated by the ToU.

14. Site

OnePark has implemented interactive communication tools that allow the User to comment on and grade the parking conditions, Partner Car Parks and Parking Spaces they have parked in *via* the Site or Application. OnePark reserves the right to delete any comment or grade that infringes on the rights of a third party.

The User may not publish links to websites with content that violates the laws and regulations in force and/or the stipulations of the present ToU or reproduce the trademark symbols, logos or any other abbreviations or elements without the necessary rights.

The Site and Application may contain links to websites published on and hosted by third party servers over which OnePark has no control. OnePark shall not be held liable for any reason whatsoever if the User accesses these sites.

15. Personal Data

The personal data communicated by the User when using the Site or Application (including location data and banking information) allows OnePark and its Partners to manage their relationship with the User, provide the Services offered on the Site and Application, optimize parking in the Partner Car Parks, manage means of access in the Car Parks and if needed send the User commercial offers. The required fields for OnePark and its Partners are marked with an asterisk when the User creates their Personal Account. If the User fails to enter these required fields, the Personal Account cannot be created. The purpose of the optional fields is to get to know the User better and improve the Services offered. If the User fails to enter this optional information, their Personal Account will still be created.

OnePark is responsible for processing the data collected on the Site and Application.

This data will be communicated to OnePark, its subcontractors and the Partners involved in the Services for which the User has signed up. The User expressly understands that their personal data will be stored, processed and transferred by OnePark to its Partners or subcontractors, including in other countries of the European Union, who will then only have access to this data for the needs of Service provision and provided that they comply with all legal and regulatory provisions in force.

If the User checks the box: *"I agree to receiving commercial information from OnePark's partners"*, their personal data may be sent to OnePark's Partners and to other partners. The User may then

receive commercial information from OnePark's Partners and other partners by email, phone (text, mms, etc.) or mail.

In accordance with the French January 6, 1978 law on data processing n°78-17, as modified by law n°2018-493 on June 20, 2018, the User has the right to access, correct or contest their personal data, have it removed or erased, limit its processing and transferability, and has the right to decide how their personal data will be treated after their death. The User may exercise this right by sending a letter to customer service at Service Clients OnePark 10 rue Chaptal – 75009 or by email at customer.service@onepark.co. All requests of this nature are free of charge, do not need to be justified, and may be made at any time, including after the collection of the User's personal data. However, Users must sign their request and attach a signed photocopy of their identity document to attest to the legitimacy of their request, and specify to which address a response should be sent. A response will be sent to the User within two months after reception of their request.

The User's personal data communicated when using the OnePark Site or Application is retained by OnePark as long as is necessary to complete the tasks for which it is used, and in accordance with the legal and regulatory provisions in force. At the end of this retention period, all personal data communicated by the User will be automatically deleted.

When consulting the Site and Application, User navigation data may be saved in the cookies installed on the User's computer or mobile device, subject to the User's settings, which can be changed at any time. For more information on the type of cookies used on the Site or Application, what they are used for, and how to refuse cookies or change their settings, the User may consult the Cookies page on the Site and Application by clicking on the "Cookies" link.

16. Intellectual Property

OnePark or its Partners are exclusive owners of the intellectual property rights pertaining to the Site, Application and their content (graphic charter, text, illustrations, videos and images, either visual or auditory, databases, trademark symbols, logos, domain names, etc.).

Any representation, reproduction, modification, adaptation, translation, publication, use of any or all of the Site or Application or their elements or data is strictly prohibited without the prior written consent of OnePark.

The use of links to the Site or Application is authorized by OnePark as long as this done for the sole purpose of promoting OnePark and as long as the integrity of the Site and Application remain uncompromised and there is no risk of confusing the Site or Application with sites published by third parties. Any other use is prohibited without the prior written consent of OnePark.

Specifically, OnePark strictly prohibits any User from using framing, inline linking and deep linking techniques for wrongful unauthorized reproduction of the Site's content and its use on websites published by third parties.

17. Applicable Law – Competent Court

The present ToU are governed by, interpreted by, and subject to French law.

Any dispute pertaining to the ToU or the Services offered and/or subscribed to *via* the Site or Application that cannot be resolved amicably shall fall within the exclusive jurisdiction of the French courts.

The original version of the present ToU was written in French before being translated into other languages. These translations are provided solely as a matter of courtesy and for information only. In any potential litigation pertaining to the interpretation of the ToU or if there are any inconsistencies between the French version and translated version, only the French version is legally binding, unless otherwise specified in national public policy.

The French version is available on the Site via the French interface.

18. Other

18.1 Partial Nullity

If one or several provisions of these ToU should be declared null or unenforceable in application of a law, a regulation or following a decision of the competent court, the validity of the other provisions and of the entire ToU shall not be affected or reduced.

OnePark will replace the null or unenforceable provision(s) with a provision that has the same financial effect.

18.2 Non-Waiver

The waiver by OnePark of any term contained herein shall not be deemed to be a waiver of any other term of the ToU.

18.3 Electronic Exchanges

In using the Site and/or Application, the User understands that all communication and exchanges with OnePark and contractual documents (contracts, information notices, invoices) are in electronic format and will be sent electronically. Double-clicking the "OK" button constitutes a valid electronic signature implying authentication and non-repudiation.