

# Truck Parking Europe User terms and conditions

## Introduction

TPE offers a Portal allowing our Users to book parking space at Parking Lots throughout Europe (the "Service"). On our Portal it is also possible for Users to exchange experiences on Parking Lots, gas stations and truck rest stops in certain regions. By using Service (e.g. by making a Reservation through the Service), you enter into a direct (legally binding) contractual relationship with the Parking Operator with which you make a reservation.

These terms and conditions are available on <https://www.truckparkingeurope.com/driver/terms-of-use> and apply to all our Services made available online, through any mobile device, by email or by telephone.

By accessing, browsing and using our (mobile) website or any of our applications through whatever platform and/or by completing a Reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

## Definitions

"TPE", "us", "we" or "our" means PTV Truckparking B.V., The Netherlands a limited liability company incorporated under the laws of the Netherlands, and having its registered address at Energieweg 1, 3542 DZ Utrecht, the Netherlands.

"Portal" means the portal (including (mobile) website and app) on which our Service is made available.

"Parking Lot" means the parking lot containing parking spaces available for Reservation on the Portal.

"Parking Operator" means the professional provider of Parking Lot(s).

"Reservation" means the (facilitated) payment, booking or reservation of (a) relevant parking space(s) at a Parking Lot.

"Service" means the online parking space reservation service including (facilitated) payment as offered by TPE on the Portal.

"User" means any registered user of the Portal and/or the Service, including planners and drivers.

## Our Service

TPE provides a Portal through which Users are able to make a reservation for parking spaces at certain Parking Lots.

It is important to understand the following about our Service:

- In order to use our Service, you need to register as a user by creating an account.
- You can access our Service through our app, internet portal or through a 3<sup>rd</sup> party system via our API.
- By using our Service you enter into a direct contractual relationship with the Parking Operator with which you make a Reservation.
- We respect your privacy. Please have a look at our privacy and cookies policy for further information <https://www.truckparkingeurope.com/privacy-statement-1>.

IMPORTANT: By using our Services you acknowledge that:

- we are not an open platform and only those Parking Lots of Parking Operators which have a commercial relationship with TPE will be made available for booking on the Portal;

- any Reservation and use of a parking space and the Parking Lot is at your own risk;
- TPE acts solely as an intermediary between you and the Parking Operator and TPE does not act as the merchant of record for any product or service made available on the Platform. Our relationship with the Parking Operator is governed by separate terms and conditions;
- Parking Operators may have their own terms and conditions and house rules for the use and access of the Parking Lot. By making a Reservation with TPE, you accept and agree to the cancellation and no-show policy of the relevant Parking Lot, and to any additional terms and conditions of the Parking Lot that may apply to your Reservation;
- complaints or claims in respect of the Reservation (including the price) should ultimately be addressed to the Parking Operator;
- the information that we provide to you on a Parking Lot is based on the information provided to us by Parking Operators and our Users and we cannot verify or guarantee that all information is accurate or correct;
- TPE is entitled to terminate the relationship immediately if you act in breach of these terms or the terms of the relevant Parking Operator;
- if you wish to review, adjust or cancel your Reservation, please check the confirmation email (or in app) and follow the instructions therein;
- the Parking Operator is allowed to refuse a User or terminate the Reservation if a user or the driver is unable to present valid identity documents and/or documentation proving that the vehicle in the Reservation is insured;
- parking is at your own and/or the driver's risk;
- the Driver must ensure that his vehicle is securely locked and that any vehicle alarm, steering lock or similar device is switched on;
- Parking Lots may install video surveillance cameras in the Parking Lot including as a deterrent to criminal activity but do not make any representation as to the coverage or guarantee the security of the User's vehicle; and
- the Service may experience periods of downtime, including scheduled maintenance and will not be error-free.

## **Pricing and Payment**

### **Would you should know about pricing**

What you should know about the pricing:

- the prices offered by the Parking Operators are competitive prices;
- prices are displayed including VAT/sales tax and all other taxes and fees;
- you will pay the relevant amount as indicated in the Reservation to the Parking Operator;
- Parking Operators pay a commission to TPE after the Reservation is redeemed;
- the Parking Operator may charge a fee in the event of a no-show or cancellation in accordance with the Parking Operator's cancellation, (pre)payment and no-show policy;
- please check the relevant prices, conditions and details thoroughly before making your Reservation; and
- obvious errors and mistakes (including misprints) are not binding.

What you should know about the payment:

- TPE facilitates (through third party payment processors) the payment of the relevant Reservation (i.e. the payment facilitation service) for and on behalf of the Parking Operator (TPE never acts nor operates as the merchant of record).

- Payment is safely processed from your credit/debit card or bank account to the bank account of the Parking Operator through a third party payment processor.
- Parking Operators may require that payment is made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the Reservation.
- Any payment facilitated by us for and on behalf of, and transferred to the Parking Operator will in each case constitute a payment of (part of) the Reservation by you in final settlement of such (partial) due and payable price and you cannot reclaim such paid monies.
- By making a Reservation with a Parking Operator, you accept and agree to the relevant cancellation and no-show policy of that Parking Operator, and to any additional (parking) terms and conditions of the Parking Operator that may apply to your Reservation. The relevant (additional) terms and conditions of a Parking Operator can be obtained with the relevant Parking Operator.
- Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) prepaid amount unless the Parking Operator agrees or allows otherwise under its (pre)payment and cancellation policy.

### **Communication**

If you complete a Reservation, you agree:

- (i) that we transmit the relevant details (such as your license plate number) of your Reservation to the relevant Parking Operator;
- (ii) to receive a confirmation e-mail giving you information on your Reservation and providing you with certain information and offers (including third party offers);
- (iii) to receive an email to rate and review the (experience with your) Parking Lot.
- (iv) we record and store data of the vehicles and drivers in the Portal.

The User guarantees that he has the necessary legal permission from the affected individuals to collect, process and use the potential personal data and shall prove this if necessary.

### **What do you need to know about reviews?**

We will invite you to comment on your stay at the relevant Parking Lot and to provide a score for certain aspects of the Parking Lot. The completed review (including the rating) may be uploaded onto the relevant Parking Operator's information page and/or our Portal for the purpose of informing (future) Users of your opinion on the Parking Lot.

You warrant that all content and information does not:

- a) contain discriminatory, racist, violent, sexually explicit, or demeaning content;
- b) incite people to commit criminal offenses, or endorse such offenses;
- c) contain pornography, or infringe the protection of minors;
- d) does not violate the privacy or portrait rights of third parties and does not contain names, emails, addresses, phone numbers or other details of individuals; and
- e) does not promote illegal activities.

By uploading text, photos/images or other content onto our Portal (for example in relation to a review) you warrant that you own the copyright to this content and you agree that TPE may use the

uploaded content on its (mobile) website and app, in (online/offline) promotional materials and publications and share the uploaded content with 3<sup>rd</sup> parties through our API.

### **Miscellaneous**

**Disclaimer:** Subject to the limitations set out in these terms and conditions and to the extent permitted by law: we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect of our Services, up to an amount of the aggregate cost of your Reservation as set out in the Reservation confirmation email. We are not liable, to the extent permitted by law, for any damage resulting from theft and loss of, or other damage to vehicle or (other belongings of) Users;

**Intellectual property rights:** We retain ownership of all (intellectual property) rights, title and interest to the Portal (including all content made available in the Portal). You are not entitled to copy, scrape or otherwise use the content without our consent.

**Governing law:** These terms and conditions and the provision of our Services shall be governed by Dutch law. Any dispute arising out of these terms and conditions and/or our Services shall be exclusively submitted to the competent courts in Amsterdam, the Netherlands.

**Translation:** We may translate the original English version of these terms and conditions into other languages. The translated version is a courtesy translation only. This means that you cannot derive any rights from the translated version. In case of any dispute about the contents or interpretation of these terms and conditions or an inconsistency or discrepancy between the English version and any local language version, the English version shall prevail.