



## General terms and conditions ParkCare

### Article 1. Definitions:

The following definitions are used within these Terms and Conditions:

- ParkCare:** The company 'ParkCare Platform B.V.' operating under the trade name 'ParkCare', located at Brugstraat 7a1, 9712AA Groningen.  
**Customer:** Any individual or entity who initiates or applies for a Contract with the Parking Provider through a ParkCare platform.  
**Parties:** ParkCare and Customer.  
**Parking Provider:** The organisation providing parking services from which the Customer purchases such services and/or solutions.  
**Booking:** The agreement between Parking Provider and the Customer, formalised within a systematic ParkCare framework for distance sales of goods, digital content and/or services. Hereby, until formalisation, remote means of communication are mainly, or entirely, used.  
**Booking Confirmation:** The e-mail notification originating from ParkCare or the intermediary containing booking details and other relevant details regarding the booking.  
**Base Amount:** The financial expenses related to the implementation of the parking service, excluding additional costs such as transaction fees and cancellation insurance.  
**Booking Amount:** The financial expenditure related to the implementation of the parking service, including additional costs such as transaction fees and cancellation insurance.  
**Digital Contacts:** contact@parkcare.eu, WhatsApp or through the Customer Portal.  
**Storage Time:** The period of time during which the Customer's vehicle is parked at the Parking provider.

### Article 2. Applicability:

- These general terms and conditions (the "General Terms and Conditions") apply to all services offered by ParkCare, both directly and indirectly. The services can be accessed through various online and offline resources, websites, apps, media and other similar Platforms (collectively referred to as "**Platform**"). By making a Booking on one of ParkCare's Platforms, you (the "**Customer**") confirm that you have read and agree to ParkCare's General Terms and Conditions and Privacy Policy.
- The Customer acknowledges that ParkCare plays a purely facilitative role on the Platform, acting as a bridge between the Customer and the party providing the parking service. ParkCare provides Parking Providers with a Platform to display their services and gives the Customer the tools to compare these different services. When a Booking is made through the Platform, the Customer enters into an autonomous agreement (here referred to as "**Contract**") with the respective Parking Provider. Specific terms and conditions of the Parking Provider may apply to this Contract, to which the Customer agrees. ParkCare plays no role in the conclusion of this Contract and bears no responsibility for the specific terms and conditions applied by the Parking Provider. Similarly, ParkCare is not liable for the actual performance of the services by the Parking Provider. ParkCare also is in no way involved in or responsible or liable for the performance of the Contract by the Parking Provider.
- The Customer understands and agrees that the Parking Providers available, through the Platform, can sometimes be provided through an intermediary other than ParkCare. In doing so, the Customer may enter into a separate Contract with this intermediary, which may apply in addition to or instead of the direct Contract with the Parking Provider. For each situation, this will be stated on the Platform. Regardless of the situation, the General Terms and Conditions of ParkCare continue to apply at all times. Where reference is made to a Parking

Provider, this can refer to both the Parking Provider and an intermediary other than ParkCare. If the parking service offered via the Platform is offered by an intermediary other than ParkCare, the cancellation and/or change conditions of that intermediary shall apply.

4. These General Terms and Conditions relate exclusively to the online Booking process via the Platform, which takes place before there is a final Contract between the Customer and the Parking Provider. The actual execution of the Contract, concluded by the Customer with the Parking Provider, is subject to the specific terms and conditions of that Parking Provider.
5. Websites of external parties that may be linked from our Platform have not been checked or reviewed by ParkCare. ParkCare is not liable for the information or content of these external sites. The information on the Platform (including reference to third party websites) is subject to change due to updates, and the Customer is aware that not all updates are processed on the Platform in a timely manner.
6. If one or more provisions within these General Terms and Conditions are null and void or annulled by judicial intervention, the remaining provisions shall remain in full force and effect. In such a situation, the Parties will meet to draw up new provisions to replace the void or nullified provisions. In doing so, Parties will, as far as possible, preserve the purpose and meaning of the original provisions.
7. Changes and additions to the General Terms and Conditions can only be agreed through written agreement.

#### **Article 3. Process:**

1. ParkCare makes every effort to provide the Customer with a clear overview of the offer. Obvious mistakes or obvious errors shall not bind ParkCare.
2. The Booking Confirmation is automatically sent to the e-mail address provided by the Customer. ParkCare bears no responsibility if the confirmation is not received due to an incorrect e-mail address, incorrect telephone number or if the Customer uses spam filter(s). It is the Customer's responsibility to check the spam box.

#### **Article 4. Prices and method of payment:**

1. As ParkCare is an intermediary, it is not possible to provide invoices with VAT. If an invoice with VAT is required, it is advisable to contact the Parking Provider directly.
2. The Parking Provider may apply additional charges for airport taxes, transportation of multiple people and larger vehicles such as minivans and RVs, and additional services such as electric car charging and car cleaning, among others.
3. The Customer is responsible for ensuring that their vehicle complies with local laws and regulations such as possession of a toll vignette and environmental stickers.
4. Before completing the Booking, the Customer must pay the agreed price for the parking service electronically via ParkCare. If the Parking Provider is offered through an intermediary other than ParkCare, payment may have to be made to this intermediary. This will be stated on the Platform in that situation.
5. The price for using a certain payment method is equal or lower than what it costs ParkCare to offer that payment method. If the Parking Provider is offered through another intermediary, the intermediary is responsible for the amount of the price of the payment method.

#### **Article 5. Liability:**

1. ParkCare acts as an intermediary between the Customer and the Parking Provider. As the Customer enters into a direct agreement with the Parking Provider, ParkCare cannot provide any guarantees regarding the performance of the parking service. Any shortcomings in the service or damage experienced by the Customer during the parking service are beyond the

responsibility of ParkCare. The Customer acknowledges that the Parking Provider itself is responsible for fulfilling his/her obligations.

2. The guidelines for using the parking service are set by the Parking Provider. ParkCare has no say in this and cannot be complained about or held liable.
3. The Booking procedure is digitally streamlined. As a result, ParkCare cannot guarantee that the price and availability shown on the Platform or during the Booking is correct. Should the price or availability not be correct, ParkCare reserves the right to charge an additional amount or cancel the service. Upon cancellation in such a case, the Customer is entitled to a refund of the Booking Amount. In the event of a change requiring payment of an additional amount, the Customer has the right to cancel the booking electronically within 24 hours of being notified. The booking portal does not allow cancellation in all cases; if this option is offered, it will be clearly stated in the portal.
4. If the Customer has not cancelled and does not use the parking service, ParkCare is entitled to charge the Booking Amount of the contract to the Customer.
5. ParkCare cannot be held liable if a reserved parking space is not available due to the Parking Provider's failure to correctly communicate this to ParkCare or the Customer. However, this does not preclude the possibility of the damage being recovered from the Parking Provider.
6. In the event of unforeseen circumstances and/or force majeure, ParkCare shall never be liable.
7. Damages arising directly or indirectly (consequential damages) due to the unavailability of the agreed parking space, such as costs for an alternative parking space or additional costs for travel and accommodation, are not recoverable from ParkCare.
8. It is up to the Customer to report to the Parking Provider on time. ParkCare is not liable if the Customer does not arrive at the Parking Provider on time or the Customer cannot find the Parking Provider's location.
9. ParkCare bears no liability for any damage to, or loss, or theft of, the vehicle or property in the Customer's vehicle. The Customer acknowledges that ParkCare cannot act while the vehicle is under the supervision of the Parking Provider. ParkCare shall, at no time, be obliged to pay any compensation to the Customer arising from such damage.
10. Where permitted by law, ParkCare shall only be liable for direct loss caused by demonstrable failures in our mediation obligations, as described in these terms and conditions.
11. ParkCare cannot be held responsible for, nor be obliged to compensate, any loss incurred by the Customer as a result of actions of the Parking Provider, including, but not limited to, costs arising from the unavailability of a parking space promised to the Customer. This may occur if the Parking Provider has provided incorrect information to ParkCare and/or the Customer. This restatement is proposed to avoid possible discussions on the coverage of the said situation, in line with the existing limitations of liability in the General Terms and Conditions.
12. In the event ParkCare is liable, it will be up to the total of the Booking Amount.

**Article 6. The Customer:**

1. The Customer must be legally authorised to enter into contracts and be at least 18 years old. If this is not the case, ParkCare may consider the booking invalid.
2. If the Customer makes a booking on behalf of others, he/she expressly confirms that he/she is authorised to make the booking and accept the Terms and Conditions on behalf of all concerned.
3. The Customer must be present on time at the location where the parking service is offered.
4. It is up to the Customer to provide accurate and complete information to ParkCare and the Parking Provider so that the service can be properly carried.

**Article 7. The Parking Provider:**

1. ParkCare only acts as an intermediary and only facilitates the transmission of the booking request to the Parking Provider. The booking is a transaction between the Parking Provider and the Customer.
2. The Customer acknowledges that ParkCare has no control over the actual performance of the agreed commitment with the Parking Provider.
3. ParkCare shall in no event be liable or obliged to compensate any loss arising from damage to the vehicle, property in the vehicle, or otherwise where the vehicle was or should have been under the supervision of the Parking Provider.
4. The Parking Provider determines the usage rules, over which ParkCare has no influence or liability.
  - a. Key retention may vary per Parking Provider. Whether there is key retention or not is visible to the Customer when making a reservation. Each Parking Provider still reserves the right to take the keys if necessary. If additional payment must nevertheless be made and (i) ParkCare did not inform the Customer of this and (ii) the Customer is disadvantaged as a result, ParkCare is obliged to reimburse 10% of the Base Amount to the Customer, provided the Customer can prove this.
  - b. By default, parking spaces are set for passenger cars. If a larger parking space is required for vehicles such as a Multi-purpose vehicle / Sprinter van, a Parking Provider may charge a surcharge.
  - c. The Parking Provider reserves the right to charge additional fees if a shuttle bus is arranged and the Customer travels with more than 2 people. In case a taxi is arranged, a maximum of 1 person applies, unless more co-travellers are indicated in the booking process. If additional charges do have to be made and the Customer is disadvantaged by this, ParkCare is obliged to refund 10% of the Base Amount to the Customer, provided the Customer can prove that the information was incorrect.

**Article 8.** Cancelling and/or changing the booking:

1. The booking can be cancelled (where applicable) up to 48 hours before the actual booking start date, subject to the provisions of Section 2. If changes to the booking need to be made, the Customer must notify ParkCare up to 48 hours before the start of the booking. If the booking needs to be changed less than 48 hours before the start, the Customer must contact the Parking Provider directly.
2. The booking can be cancelled up to 48 hours before the start of the booking, subject to Article 8, Section 4. In case of cancellation, 15% of the Base Amount will be retained for cancellation and administration costs. If the booking is cancelled less than 48 hours before the start, there is no right to a refund.
3. There is no right to compensation if the stalling period of the booking is shortened.
4. Cancellations and changes are possible by sending a written request electronically to ParkCare. This must be done within ParkCare's opening hours (as stated on the website) and no later than 48 hours before the start of the booking. The booking portal does not allow cancellation in all cases. If this option is offered, it will be clearly stated in the portal.
5. Cancellations and changes to bookings must be made via ParkCare, except for changes being made within 48 hours of the booked date. In that case, the Customer must contact the Parking Provider directly.
6. Cancellations reported to the Parking Provider are never considered valid cancellations and have no right to a refund.
7. If the Parking Provider applies different cancellation or change conditions, these will be stated on the relevant Platform. If the parking service offered via the Platform is offered by an intermediary other than ParkCare, the cancellation and/or change conditions of that intermediary shall apply. These cancellations and/or change conditions will be provided before a reservation is made.

8. A Parking Provider reserves the right to refuse or change a booking without giving reasons.
9. ParkCare reserves the right to refuse or change a booking without giving any reason.
10. When purchasing services and thereby concluding a Contract, the Customer has no legal right of annulment because the service has already been delivered, and a parking space has been reserved. The Customer, by accepting these General Terms and Conditions, waives his/her right of withdrawal.

**Article 9. Force majeure:**

1. In situations of force majeure, ParkCare can never be held liable.
2. Force majeure means an unexpected event(s) over which ParkCare has temporary or no control and which hinders ParkCare in its role as mediator between the Customer and the Parking Provider. Examples (non-exhaustive) are:
  - The Parking Provider offered by ParkCare is unable to provide the service.
  - There is wrong information on the website or otherwise communicated by the Parking Provider.
  - Natural disasters such as earthquakes, floods, tornadoes, hurricanes, or forest fires.
  - War, uprisings, riots or terrorist attacks.
  - Epidemics or pandemics.
  - Strikes or labour disputes that disrupt normal business operations.
  - Nuclear disasters or radioactive contamination.
  - Government measures or laws introduced unexpectedly that prevent fulfilment of obligations.
  - Extensive power cuts or water shortages.
  - Cyber attacks or large-scale ICT failures.
  - Import or export restrictions or bans.
  - Destructive weather conditions such as hailstorms or prolonged frost.
3. When a force majeure situation arises at ParkCare, it will notify the Customer, unless this cannot be expected of ParkCare in that specific situation.
4. If ParkCare has already partially fulfilled its obligations before the force majeure situation occurred, it may separately charge the already fulfilled part to the Customer.

**Article 10. Right to complain:**

1. If the Customer is dissatisfied with the service provided by ParkCare, the Customer must communicate this in writing within 30 days of discovering the problem or 30 days after the expiration of the parking duration. In case of failure to complain in time, the complaint will be declared inadmissible and can no longer be invoked in law, as a result of failure to complain in time.
2. In the event that the Customer has experienced problems or is dissatisfied with how the parking service has been performed by the Parking Provider, the Customer should immediately contact the relevant Parking Provider. If ParkCare is contacted about this, ParkCare will provide the details of the Parking Provider. Although ParkCare can assist in finding a solution between the Customer and the Parking Provider, this mediation is not an obligation that can be invoked in law.
3. Any objections/complaints regarding invoicing must be submitted to ParkCare by the Customer in writing and within thirty days from the date of the invoice. In case of failure to complain in time, the complaint will be declared inadmissible and can no longer be invoked as a matter of law, due to failure to complain in time.
4. Filing a complaint does not release the Customer from his or her obligation to pay.
5. It is necessary for the Customer to provide, in the complaint, a complete and detailed (as possible) description of what he or she has experienced problems with or is dissatisfied with.

**Article 11. Termination:**

1. Under the following circumstances, ParkCare reserves the right to cease further performance of its obligations under the Contract, or to terminate the Contract in its entirety, all without prejudice to ParkCare's right to claim compensation for damages:
  - a. If, after the conclusion of the Contract, ParkCare becomes aware of facts or circumstances which give reason to assume that the Customer cannot or will not fulfil its obligations under the Contract. This may include (non-exhaustively) legal acts performed by a minor (without the consent of his/her parents/guardians).
  - b. If, when entering into the Contract, ParkCare has requested the Customer to provide security for the fulfilment of its obligations and such security is not provided or is insufficient.
2. In situations of cessation of performance or termination, any claims ParkCare has against the Customer shall become immediately due and payable.

**Article 12. Final provisions:**

1. In the event of a business transfer, ParkCare is authorised to transfer its responsibilities, as defined in these General Terms and Conditions, to its legal successors.
2. Any provision in these General Terms and Conditions be deemed illegal, invalid, or unenforceable, this shall not affect the validity and enforceability of the remaining provisions. In such a situation, the relevant provision will be replaced by a lawful and enforceable provision that comes as close as possible to the intention of the original provision.
3. The digital booking process leading to the formation of the Contract between the Customer and the Parking Provider is not subject to any conditions other than the General Terms and Conditions set out here.
4. Deviations from these General Terms and Conditions are only valid if agreed in writing.
5. ParkCare reserves the right to revise these General Terms and Conditions. The revised General Terms and Conditions are valid from the time they are made available on the relevant online Platform.
6. If there is a discrepancy or contradiction between one or more provisions in these General Terms and Conditions, and the terms and conditions of the Parking Provider or other Service Providers applicable to the Agreement, the provisions as stated in these General Terms and Conditions shall prevail.
7. The legal relationship and this agreement between the Parties shall be governed exclusively by Dutch law.
8. The application of the United Nations Convention on Contracts for the International Sale of Goods (The Vienna Convention, 1980) is expressly excluded to this agreement.
9. These General Terms and Conditions are formulated in both Dutch and other languages. Should there be any ambiguity or discrepancy regarding the content or interpretation of these terms and conditions, the Dutch version shall prevail.
10. All disputes arising out of or in connection with this agreement, including its validity, shall be submitted to and finally settled by the competent court within the jurisdiction of the district of Noord-Nederland, located in Groningen. The Parties agree that this court shall have exclusive jurisdiction over such disputes.
11. These provisions come into force on 1 February 2024.