

# Terms of Service

Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Parked Close Platform, you agree to comply with and be bound by these Terms.

Please note: [Section 19](#) of these Terms contains an arbitration clause and class action waiver that applies to all Parked Close App Users, Members, Subscribers, etc. If your country of residence is the United States, this provision applies to all disputes with Parked Close, it's app owner Crowdsourced Geofencing Solutions (CGS) or it's Executive Staff, Investors, et all. If your country of residence is outside of the United States, this provision applies to any action you bring against Parked Close, it's app owner Crowdsourced Geofencing Solutions or it's Executive Staff, Investors, et all in the United States. It affects how disputes with Parked Close, it's app owner Crowdsourced Geofencing Solutions or it's Executive Staff, Investors, et all are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Last Updated: November 1, 2019

Thank you for using the Parked Close App!

These Terms constitute a legally binding agreement ("**Agreement**") between you and Parked Close (as defined below) governing your access to and use of the Parked Close website, including any subdomains thereof, and any other websites through which Parked Close makes its services available (collectively, "**Site**"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "**Application**") and all associated services (collectively, "**Parked Close Services**"). The Site, Application and Parked Close Services together are hereinafter collectively referred to as the "**Parked Close Platform**".

When these Terms mention "**Parked Close**," "**we**," "**us**," or "**our**," it refers to the Parked Close App owned by Crowdsourced Geofencing Solutions, LLC (CGS). you are contracting with. Your contracting entity will generally be determined based on your country of residence or establishment.

- If your country of residence or establishment is the United States, you are contracting with Crowdsourced Geofencing Solutions, LLC, 5109 S. Tamiami Trail, Sarasota, Florida 34231
- As the Parked Close App expands, check back here for your contracting company.

If you change your country of residence or establishment, the Parked Close company you contract with will be determined by your new country of residence or establishment as specified above, from the date on which your country of residence changes.

Our collection and use of personal information in connection with your access to and use of the Parked Close Platform is described in our [Privacy Policy](#).

Any and all payment processing services through or in connection with your use of the Parked Close Platform ("**Payment Services**") are provided to you by one or more Parked Close Payments entities (individually and collectively, as appropriate, "**Parked Close Payments**") as set out in the [Payments Terms of Service](#) ("**Payments Terms**").

Parking Hosts alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Parking Host Services (as defined below). For example, some cities have laws that restrict their ability to advertise, sell and host parking. In many cities, Parking Hosts may have to register, get a permit or obtain a license before providing certain Parking Host Services. Parking Host are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Parking Host Services they offer. Certain types of Parking Host Services may be prohibited altogether. Penalties may include fines or other enforcement. We provide some information in our [Help Center](#) to help you identify some of the obligations that apply to you. If you have questions about how local laws apply to your Listing(s) and Parking Host Service(s) on Parked Close, you should always seek legal guidance.

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## 1. Scope of Parked Close Services

1.1 The Parked Close Platform is an online marketplace that enables registered users (“**Members**”) and certain third parties who offer services (Members and third parties who offer services are “**Parking Hosts**” and the services they offer are “**Parking Host Services**”) to publish such Parking Host Services on the Parked Close Platform (“**Listings**”) and to communicate and transact directly with Members that are seeking to book such Parking Host Services (Members using Parking Host Services are “**Parking Guests**”). Parking Host Services may include the offering of commercial or resident parking spaces for use (“**Parking Accommodations**”).

1.2 As the provider of the Parked Close Platform, Parked Close does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Parking Host Services. Parking Hosts alone are responsible for their Listings and Parking Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. Parked Close is not and does not become a party to or other participant in any contractual relationship between Members, nor is Parked Close a broker of any type or insurer. Parked Close is not acting as an agent in any capacity for any Member, except as specified in the [Payments Terms](#).

1.3 While we may help facilitate the resolution of disputes, Parked Close has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Parking Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Parked Close does not endorse any Member, Listing or Parking Host Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Parked Close about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to use a Parking Accommodation or use other Parking Host Services, accept a booking request from a Parking Guest, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken and are therefore not an endorsement by Parked Close of any Parking Host or Listing.

1.4 If you choose to use the Parked Close Platform as a Parking Host or Parking Co-Host (as defined below), your relationship with Parked Close is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of Parked Close for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of Parked Close. Parked Close does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Parking Host Services. You acknowledge and agree that you have complete discretion whether to list Parking Host Services or otherwise engage in other business or employment activities.

1.5 To promote the Parked Close Platform and to increase the exposure of Listings to potential Parking Guests, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who

speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. Parked Close cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The Parked Close Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.6 The Parked Close Platform may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Parked Close is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Parked Close of such Third-Party Services.

1.7 Due to the nature of the Internet, Parked Close cannot guarantee the continuous and uninterrupted availability and accessibility of the Parked Close Platform. Parked Close may restrict the availability of the Parked Close Platform or certain areas or features thereof, if this is necessary in view of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Parked Close Platform. Parked Close may improve, enhance and modify the Parked Close Platform and introduce new Parked Close Services from time to time.

## **2. Eligibility, Using the Parked Close Platform, Member Verification**

2.1 In order to access and use the Parked Close Platform or register an Parked Close Account you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the city, state and country you are established and able to enter into legally binding contracts.

2.2 You will comply with any applicable export control laws in your local jurisdiction. You also represent and warrant that (i) neither you nor your Parking Host Service(s) are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2.3 Parked Close may make access to and use of the Parked Close Platform, or certain areas or features of the Parked Close Platform, subject to certain conditions or requirements, such as completing a verification process, meeting specific quality or eligibility criteria, meeting Ratings or Reviews thresholds, or a Member's booking and cancellation history.

2.4 User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources

and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available).

2.5 The access to or use of certain areas and features of the Parked Close Platform may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the Parked Close Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Parked Close Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

2.6 If you access or download the Application from the Apple App Store, you agree to [Apple's Licensed Application End User License Agreement](#). Some areas of the Parked Close Platform implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

### **3. Modification of these Terms**

Parked Close reserves the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Parked Close Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the modifications by email, whenever possible, at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Parked Close Platform will constitute acceptance of the revised Terms.

### **4. Account Registration**

4.1 You must register an account ("**Parked Close Account**") to access and use certain features of the Parked Close Platform, such as publishing or booking a Listing. If you are registering a Parked Close Account for a business, organization or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.2 You can register a Parked Close Account using an email address and creating a password, or through your account with certain third-party social networking services, such as Facebook or Google ("**SNS Account**"). You have the ability to disable the connection between your Parked Close Account and your SNS Account at any time, by accessing the "Settings" section of the Parked Close Platform.

4.3 You must provide accurate, current and complete information during the registration process and keep your Parked Close Account and public Parked Close Account profile page information up-to-date at all times.

4.4 You may not register more than one (1) Parked Close Account unless Parked Close authorizes you to do so. You may not assign or otherwise transfer your Parked Close Account to another party.

4.5 You are responsible for maintaining the confidentiality and security of your Parked Close Account credentials and may not disclose your credentials to any third party. You must immediately notify Parked Close if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Parked Close Account. You are liable for any and all activities conducted through your Parked Close Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

4.6 Parked Close may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your Parked Close Account. For example, we may enable Members to link their Parked Close Accounts to businesses and take actions for those businesses, we may enable eligible Members or certain third parties to book Listings on behalf of other Members, or we may enable Hosts to add other Members as Parking Co-Hosts (as defined below) to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorized by Parked Close to ask for your credentials, and you shall not request the credentials of another Member.

## 5. Content

5.1 Parked Close may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Parked Close Platform ("**Member Content**"); and (ii) access and view Member Content and any content that Parked Close itself makes available on or through the Parked Close Platform, including proprietary Parked Close content and any content licensed or authorized for use by or through Parked Close from a third party ("**Parked Close Content**" and together with Member Content, "**Collective Content**").

5.2 The Parked Close Platform, Parked Close Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the Parked Close Platform and Parked Close Content, including all associated intellectual property rights, are the exclusive property of Parked Close and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Parked Close Platform, Parked Close Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Parked Close used on or in connection with the Parked Close Platform and Parked Close Content are trademarks or registered trademarks of Parked Close in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary

designations of third parties used on or in connection with the Parked Close Platform, Parked Close Content, and/or Collective Content are used for identification purposes only and may be the property of their respective owners.

5.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Parked Close Platform or Collective Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Parked Close or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4 Subject to your compliance with these Terms, Parked Close grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Collective Content made available on or through the Parked Close Platform and accessible to you, solely for your personal and non-commercial use.

5.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Parked Close Platform, you grant to Parked Close a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Parked Close Platform, in any media or platform. Insofar as Member Content (including Verified Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our [Privacy Policy](#). Unless you provide specific consent, Parked Close does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

5.6 Parked Close may offer Parking Hosts the option of having professional photographers take photographs of their Parking Host Services, which are made available by the photographer to Parking Hosts to include in their Listings with or without a watermark or tag bearing the words "ParkedClose.com Verified Photo" or similar wording ("**Verified Images**"). You are responsible for ensuring that your Parking Host Service is accurately represented in the Verified Images and you will stop using the Verified Images on or through the Parked Close Platform if they no longer accurately represent your Listing, if you stop hosting the Host Service featured, or if your Parked Close Account is terminated or suspended for any reason. You acknowledge and agree that Parked Close shall have the right to use any Verified Images in accordance with Section 5.5 for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Where Parked Close is not the exclusive owner of Verified Images, by using such Verified Images on or through the Parked Close Platform, you grant to Parked Close an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Verified Images for advertising, marketing and/or any other business purposes in any media or platform, whether

in relation to your Listing or otherwise, without further notice or compensation to you. Parked Close in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Verified Images outside of the Parked Close Platform solely for your personal and non-commercial use.

5.7 You are solely responsible for all Member Content that you make available on or through the Parked Close Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Parked Close Platform or you have all rights, licenses, consents and releases that are necessary to grant to Parked Close the rights in and to such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Parked Close's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

5.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates Parked Close's [Content Policy](#) or any other Parked Close policy. Parked Close may, without prior notice, remove or disable access to any Member Content that Parked Close finds to be in violation of applicable law, these Terms or Parked Close's then-current [Policies](#) or [Standards](#), or otherwise may be harmful or objectionable to Parked Close, its Members, third parties, or property.

5.9 Parked Close respects copyright law and expects its Members to do the same. If you believe that any content on the Parked Close Platform infringes copyrights you own, please notify us in accordance with our [Copyright Policy](#).

## 6. Service Fees

6.1 Parked Close may charge fees to Parking Hosts ("**Host Fees**") and/or other fees ("**Other Fees**") (collectively, "**Service Fees**") in consideration for the use of the Parked Close Platform. More information about when Service Fees apply and how they are calculated can be found on our [Service Fees page](#).

6.2 Any applicable Service Fees (including any applicable Taxes) will be displayed to a Parking Host or Parking Guest prior to publishing or booking a Listing. Parked Close reserves the right to change the Service Fees at any time and will provide Members adequate notice, if reasonably possible, of any fee changes before they become effective. Such fee changes will not affect any bookings made prior to the effective date of the fee change.

6.3 You are responsible for paying any Service Fees that you owe to Parked Close. The applicable Service Fees (including any applicable Taxes) are collected by Parked Close Payments. Parked Close Payments will deduct any Parking Host Fees from the Listing Fee before remitting the payout to the Parking Host. Except as otherwise provided on the Parked Close Platform, Service Fees are non-refundable.

## 7. Terms specific for Parking Hosts

### 7.1 Terms applicable to all Listings

7.1.1 When creating a Listing through the Parked Close Platform you must (i) provide complete and accurate information about your Parking Host Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as lighting) and requirements that apply (such as small or light weight vehicles) and (iii) provide any other pertinent information requested by Parked Close. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

7.1.2 You are solely responsible for setting a price (including any Taxes if applicable, or charges such as other fees) for your Listing ("**Listing Fee**"). Once a Parking Guest requests a booking of your Listing, you may not request that the Guest pays a higher price than in the booking request. Additionally, you may not request additional funds from the Parking Guest upon their arrival for the Listing.

7.1.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

7.1.4 Parked Close may enable certain Parking Hosts to participate in its "**Open Parking Program**." The Open Parking Program enables Parking Hosts to provide Listings to certain Parking Guests, such as refugees or evacuees, for free. You acknowledge that if you choose to participate in the Open Parking Program, your ability to restrict your Listing to certain Parking Guests, such as Parking Guests with previous positive Reviews, may be limited.

7.1.5 Pictures, animations or videos (collectively, "**Images**") used in your Listings must accurately reflect the quality and condition of your Parking Host Services. Parked Close reserves the right to require that Listings have a minimum number of Images of a certain format, size and resolution.

7.1.6 The placement and ranking of Listings in search results on the Parked Close Platform may vary and depend on a variety of factors, such as Parking Guest search parameters and preferences, Parking Host requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, Reviews and Ratings, type of Parking Host Service, and/or ease of booking. More information about the factors that determine how your Listing appears in search results can be found on our [help center](#).

7.1.7 When you accept or have pre-approved a booking request by a Parking Guest, you are entering into a legally binding agreement with the Parking Guest and are required to provide your Parking Host Service(s) to the Parking Guest as described in your Listing when the booking request is made. You also agree to pay the applicable Parking Host Fee and any applicable Taxes.

7.1.8 Parked Close recommends that Parking Hosts obtain appropriate insurance for their Parking Host Services. Please review any respective insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply for, such insurance policy, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Parking Guests (and the individuals the Parking Guest has booked for, if applicable) while using your Parking Accommodation.

## 7.2 Listing Accommodations

7.2.1 Unless expressly allowed by Parked Close, you may not list more than one Accommodation per Listing unless the Parking Host can reasonably fulfill each Listing. Example: If you only have space for 5 vehicles, you make not create, advertise or sell a Listing for 6 or more Parking Accommodations. Doing so will result in penalties that include the potential removal from the Parked Close Platform.

7.2.2 If you choose to require a security deposit for your Accommodation, you must specify this in your Listing ("**Security Deposit**"). Parking Hosts are not allowed to ask for a Security Deposit (i) after a booking has been confirmed or (ii) outside of the Parked Close Platform.

7.2.3 You represent and warrant that any Listing you post and the booking of, or a Parking Guest's use of an Accommodation will (i) not breach any agreements you have entered into with any third parties, such as homeowners association, business or corporate regulations, condominium, or other agreements, and (ii) comply with all applicable laws (such as parking and zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Parking Host, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at the Accommodation at your request or invitation, excluding the Parking Guest and any individuals the Parking Guest transports to, invites to or brings to the Accommodation.

## 7.3 Future Statement, Feature, Technology or Offering [Purposely Left Blank at this time]

## 7.4 Parking Co-Hosts

7.4.1 Parked Close may enable Parking Hosts to authorize other Members ("**Parking Co-Hosts**") to administer the Parking Host's Listing(s), and to bind the Parking Host and take certain actions in relation to the Listing(s) as permitted by the Parking Host, such as accepting booking requests, messaging and welcoming Parking Guests, and updating the Listing Fee

and calendar availability (collectively, “**Co-Parking Host Services**”). Any agreement formed between Parking Host and Parking Co-Host may not conflict with these Terms, the [Payments Terms](#), or any other [Policies](#) applicable to your Parking Host Service(s). Parking Co-Hosts may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorized by Parked Close. Parked Close reserves the right, in our sole discretion, to limit the number of Parking Co-Hosts a Parking Host may invite for each Listing and to limit the number of Listings a Parking Co-Host may manage.

7.4.2 Parking Hosts should exercise due diligence and care when deciding who to add as a Parking Co-Host to their Listing(s). Parking Hosts remain solely responsible and liable for any and all Listings and Member Content published on the Parked Close Platform, including any Listing created by a Parking Co-Host on their behalf. Further, Parking Hosts remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Parking Co-Host(s). Parking Co-Hosts remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Parking Co-Host, including, but not limited to, conduct that causes harm or damage to the Host. In addition, both Parking Host and Parking Co-Host are jointly responsible and severally liable for third party claims, including Parking Guest claims, arising from the acts and omissions of the other person as related to hosting activities, communications with Parking Guests, and the provision of any Parking Co-Parking Host Services.

7.4.3 Unless agreed otherwise by Parking Host and Parking Co-Host, Parking Host and Parking Co-Host may terminate the Parking Co-Host agreement at any time. In addition, both Parking Host and Parking Co-Host acknowledge that their Parking Co-hosting relationship will terminate in the event that Parked Close (i) terminates the Parking Co-Host service or (ii) terminates either party’s participation in the Parking Co-Host service. When the Parking Co-Host agreement is terminated, the Parking Host will remain responsible for all of the Parking Co-Host’s actions prior to the termination, including the responsibility to fulfill any pending or future bookings initiated prior to the termination. When a Member is removed as a Parking Co-Host, that Member will no longer have access to any Parking Host or Parking Guest information related to the applicable Parking Host’s Listing(s).

7.4.4 As a Parking Co-Host, you will not be reviewed by Parking Guests, meaning that your Parking Co-Host activities will not affect your Reviews or Ratings for other Listings for which you are a Parking Host. Instead, the Parking Host of such Listing(s) will be reviewed by Parking Guests (including potentially on the basis of the Parking Co-Host’s conduct and performance). Parking Hosts acknowledge that Reviews and Ratings from Parking Guests for their Listing(s) may be impacted by a Parking Co-Host’s conduct and performance.

## **8. Terms specific for Parking Guests**

### **8.1 Terms applicable to all bookings**

8.1.1 Subject to meeting any requirements (such as completing any verification processes) set by Parked Close and/or the Parking Host, you can book a Listing available on the Parked Close Platform by following the respective booking process. All applicable fees, including the

Listing Fee, Security Deposit (if applicable), Parking Guest Fee and any applicable Taxes (collectively, "**Total Fees**") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Parked Close Account.

8.1.2 Upon receipt of a booking confirmation from Parked Close, a legally binding agreement is formed between you and your Parking Host, subject to any additional terms and conditions of the Parking Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Parked Close Payments will collect the Total Fees at the time of the booking request or upon the Parking Host's confirmation pursuant to the [Payments Terms](#). For certain long term bookings, Parking Guests may be required to pay or have the option to pay in multiple installments.

## 8.2 Booking Accommodations

8.2.1 You understand that a confirmed booking of an Accommodation ("**Accommodation Booking**") is a limited license granted to you by the Parking Host to enter, occupy and use the Accommodation for the duration of your stay, during which time the Parking Host (only where and to the extent permitted by applicable law) retains the right to visit, inspect and manage the Accommodation, in accordance with your agreement with the Parking Host.

8.2.2 You agree to leave the Accommodation no later than the end time that the Parking Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. If you stay past the agreed upon end time without the Parking Host's consent ("**Overstay**"), you no longer have a license to occupy the Accommodation and the Parking Host is entitled to make you leave in a manner consistent with applicable law, including but not limited to the removal of your vehicle, its contents, trailers, et all. In addition, you agree to pay, if requested by the Parking Host, for each one (1) hour period (or any portion thereof) that you Overstay, an additional fee of up to two (2) times the average Listing Fee originally paid by you to cover the inconvenience suffered by the Parking Host, plus all applicable Service Fees, Taxes, and any legal expenses incurred by the Parking Host to make you leave (collectively, "**Overstay Fees**"). Overstay Fees for a late exit from the premises on the checkout date that do not impact upcoming bookings may be limited to the additional costs incurred by the Parking Host as a result of such Overstay. If you Overstay at an Accommodation, you authorize Parked Close (via Parked Close Payments) to charge you to collect Overstay Fees.

8.3 Future Statement, Feature, Technology or Offering [Purposely Left Blank at this time]

## 8.4 Parked Close Travel Credits

Parked Close Travel Credits may be redeemed for eligible bookings via the Parked Close Platform as specified in the terms and conditions provided with the Travel Credit. You may only redeem Parked Close Travel Credits after the Parked Close Travel Credits are reflected in your Parked Close Account.

## 9. Booking Modifications, Cancellations and Refunds, Resolution Center

9.1 Parking Hosts and Parking Guests are responsible for any modifications to a booking that they make via the Parked Close Platform or direct Parked Close customer service to make ("**Booking Modifications**"), and agree to pay any additional Listing Fees, Parking Host Fees or Parking Guest Fees and/or Taxes associated with such Booking Modifications.

9.2 Parking Guests can cancel a confirmed booking at any time pursuant to the Listing's [cancellation policy](#) set by the Parking Host, and Parked Close Payments will refund the amount of the Total Fees due to the Parking Guest in accordance with such cancellation policy. Unless [extenuating circumstances](#) exist, any portion of the Total Fees due to the Parking Host under the applicable cancellation policy will be remitted to the Parking Host by Parked Close Payments pursuant to the [Payments Terms](#).

9.3 If a Parking Host cancels a confirmed booking, the Parking Guest will receive a full refund of the Total Fees for such booking. In some instances, Parked Close may allow the Parking Guest to apply the refund to a new booking, in which case Parked Close Payments will credit the amount against the Parking Guest's subsequent booking at the Parking Guest's direction. Further, Parked Close may publish an automated review on the Listing cancelled by the Parking Host indicating that a booking was cancelled. In addition, Parked Close may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a [cancellation fee](#), unless the Parking Host has a valid reason for cancelling the booking pursuant to [Parked Close's Extenuating Circumstances Policy](#) or has legitimate concerns about the Parking Guest's behavior.

9.4 Future Statement, Feature, Technology or Offering [Purposely Left Blank at this time]

9.5 In certain circumstances, Parked Close may decide, in its sole discretion, that it is necessary to cancel a pending or confirmed booking and initiate corresponding refunds and payouts. This may be for reasons set forth in [Parked Close's Extenuating Circumstances Policy](#) or (i) where Parked Close believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to Parked Close, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

9.6 If a Parking Guest who books an Accommodation suffers a Travel Issue as defined in the [Parking Guest Refund Policy](#), Parked Close may determine, in its sole discretion, to refund the Parking Guest part or all of the Total Fees in accordance with the Parking Guest Refund Policy. If a Parking Guest who books an Experience, Event or other Host Service suffers a Travel Issue as defined in the [Experiences Parking Guest Refund Policy](#), Parked Close may determine, in its sole discretion, to refund the Parking Guest part or all of the Total Fees in accordance with the Experiences Parking Guest Refund Policy.

9.7 If a Guest or Parked Close cancels a confirmed booking, and the Guest receives a refund in accordance with the [Parking Guest Refund Policy](#), [Experiences Guest Refund Policy](#), [Extenuating Circumstances Policy](#), or the applicable cancellation policy set by the Host and mentioned in the Listing, after the Host has already been paid, Parked Close Payments will be entitled to

recover the amount of any such refund from the Parking Host, including by subtracting such refund amount out from any future Payouts due to the Parking Host.

9.8 Except as otherwise set out in these Terms, Members may use the Resolution Center to send or request money for refunds, additional Parking Host Services or Damage Claims related to bookings. You agree to pay all amounts sent through the Resolution Center in connection with your Parked Close Account, and Parked Close Payments will handle all such payments.

## 10. Ratings and Reviews

10.1 Within a certain timeframe after completing a booking, Parking Guests and Parking Hosts can leave a public review ("**Review**") and submit a star rating ("**Rating**") about each other. Ratings or Reviews reflect the opinions of individual Members and do not reflect the opinion of Parked Close. Ratings and Reviews are not verified by Parked Close for accuracy and may be incorrect or misleading.

10.2 Ratings and Reviews by Parking Guests and Parking Hosts must be accurate and may not contain any offensive or defamatory language. Ratings and Reviews are subject to Section 5 and must comply with Parked Close's [Content Policy](#) and [Extortion Policy](#).

10.3 Members are prohibited from manipulating the Ratings and Reviews system in any manner, such as instructing a third party to write a positive or negative Review about another Member.

10.4 Ratings and Reviews are part of a Member's public profile and may also be surfaced elsewhere on the Parked Close Platform (such as the Listing page) together with other relevant information such as number of bookings, number of cancellations, average response time and other information.

## 11. Damage to Accommodations, Disputes between Members

11.1 As a Parking Guest, you are responsible for leaving the Accommodation (including surrounds at the Accommodation) in the condition it was in when you arrived. You are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals whom you invite to, or otherwise provide access to, the Accommodation, excluding the Parking Host (and the individuals the Parking Host invites to the Accommodation, if applicable).

11.2 If a Parking Host claims and provides evidence that you as a Parking Guest have damaged an Accommodation or any personal or other property at an Accommodation ("**Damage Claim**"), the Parking Host can seek payment from you through the Resolution Center. If a Parking Host escalates a Damage Claim to Parked Close, you will be given an opportunity to respond. If you agree to pay the Parking Host, or Parked Close determines in its sole discretion that you are responsible for the Damage Claim, Parked Close via Parked Close Payments will, after the end of your stay, collect any such sums from you required to cover

the Damage Claim pursuant to the [Payments Terms](#). Parked Close also reserves the right to otherwise collect payment from you and pursue any remedies available to Parked Close in this regard in situations in which you are responsible for a Damage Claim, including, but not limited to, in relation to any payment requests made by Parking Hosts.

11.3 Members agree to cooperate with and assist Parked Close in good faith, and to provide Parked Close with such information and take such actions as may be reasonably requested by Parked Close, in connection with any Damage Claims or other complaints or claims made by Members relating to (i) Accommodations or any personal or other property located at an Accommodation, (ii) Parking Co-Host agreements, or (iii) a Group Payment Booking. A Member shall, upon Parked Close's reasonable request and at no cost to the Member, participate in mediation or a similar resolution process with another Member, which process will be conducted by Parked Close or a third party selected by Parked Close or its insurer, with respect to losses for which a Member is requesting payment from Parked Close.

11.4 If you are a Parking Guest or a Parking Co-Host, you understand and agree that Parked Close may make a claim under your homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused, or been responsible for, to any personal or other property (including an Accommodation) of the Parking Host. You agree to cooperate with and assist Parked Close in good faith, and to provide Parked Close with such information as may be reasonably requested by Parked Close, to make a claim under your homeowner's, renter's or other insurance policy, including, but not limited to, executing documents and taking such further acts as Parked Close may reasonably request to assist Parked Close in accomplishing the foregoing.

## 12. Rounding off

Parked Close generally supports payment amounts that are payable from or to Parking Guests or Parking Hosts to the smallest unit supported by a given currency (i.e., U.S. cents, Euro cents or other supported currencies). Where Parked Close's third-party payment services provider does not support payments in the smaller unit supported by a given currency, Parked Close may, in its sole discretion, round up or round down the displayed amounts that are payable from or to Parking Guests or Parking Hosts to the nearest whole functional base unit in which the currency is denominated (i.e. to the nearest dollar, Euro or other supported currency); for example, Parked Close may round up an amount of \$101.50 to \$102.00, and round down an amount of \$101.49 to \$101.00.

## 13. Taxes

13.1 As a Parking Host you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable VAT or other indirect sales taxes, occupancy tax, tourist or other visitor taxes or income taxes ("**Taxes**").

13.2 Tax regulations may require us to collect appropriate Tax information from Parking Hosts, or to withhold Taxes from payouts to Parking Hosts, or both. If a Parking Host fails to provide us with the required documentation under applicable law (e.g., a tax number) that we

determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law, until resolution.

13.3 You understand that any appropriate governmental agency, department and/or authority ("**Tax Authority**") where your Accommodation is located may require Taxes to be collected from Parking Guests or Parking Hosts on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Parking Hosts, a set amount per day, or other variations.

13.4 Future Statement, Feature, Technology or Offering [Purposely Left Blank at this time]

13.5 You agree that any claim or cause of action relating to Parked Close's facilitation of Collection and Remittance of Occupancy Taxes shall not extend to any supplier or vendor that may be used by Parked Close in connection with facilitation of Collection and Remittance, if any. Parking Guests and Parking Hosts agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Occupancy Taxes collected is a refund of Occupancy Taxes collected by Parked Close from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

13.6 Parked Close reserves the right, with or without prior notice to Parking Hosts, to cease the Collection and Remittance in any jurisdiction for any reason at which point Parking Hosts and Parking Guests are once again solely responsible and liable for the collection and/or remittance of any and all Occupancy Taxes that may apply to Accommodations in that jurisdiction.

## 14. Prohibited Activities

14.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Parked Close Platform. In connection with your use of the Parked Close Platform, you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, [Policies](#) or [Standards](#);
- use the Parked Close Platform or Collective Content for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Parked Close endorsement, partnership or otherwise misleads others as to your affiliation with Parked Close;
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Parked Close Platform in any way that is inconsistent with Parked Close's [Privacy Policy](#) or these Terms or that otherwise violates the privacy rights of Members or third parties;
- use the Parked Close Platform in connection with the distribution of unsolicited commercial messages ("spam");

- offer, as a Host, any Accommodation that you do not yourself own or have permission to make available as a residential or other property through the Parked Close Platform;
- unless Parked Close explicitly permits otherwise, book any Listing if you will not actually be using the Parking Host Services yourself;
- contact another Member for any purpose other than asking a question related to a your own booking, Listing, or the Member's use of the Parked Close Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;
- use the Parked Close Platform to request, make or accept a booking independent of the Parked Close Platform, to circumvent any Service Fees or for any other reason;
- request, accept or make any payment for Listing Fees outside of the Parked Close Platform or Parked Close Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Parked Close harmless from any liability for such payment;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- misuse or abuse any Listings or services associated with the Parked Close Open Homes program as determined by Parked Close in its sole discretion.
- use, display, mirror or frame the Parked Close Platform or Collective Content, or any individual element within the Parked Close Platform, Parked Close's name, any Parked Close trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Parked Close Platform, without Parked Close's express written consent;
- dilute, tarnish or otherwise harm the Parked Close brand in any way, including through unauthorized use of Collective Content, registering and/or using Parked Close or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Parked Close domains, trademarks, taglines, promotional campaigns or Collective Content;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Parked Close Platform for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Parked Close or any of Parked Close's providers or any other third party to protect the Parked Close Platform;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Parked Close Platform;
- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Parked Close Platform;
- export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws;
- or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

14.2 You acknowledge that Parked Close has no obligation to monitor the access to or use of the Parked Close Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Parked Close Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Parked Close in good faith, and to provide Parked Close with such information and take such actions as may be reasonably requested by Parked Close with respect to any investigation undertaken by Parked Close or a representative of Parked Close regarding the use or abuse of the Parked Close Platform.

14.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Parked Close by contacting us with your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

## **15. Term and Termination, Suspension and other Measures**

15.1 This Agreement shall be effective for a 30-day term, at the end of which it will automatically and continuously renew for subsequent 30-day terms until such time when you or Parked Close terminate the Agreement in accordance with this provision.

15.2 You may terminate this Agreement at any time by sending us an email. If you cancel your Parked Close Account as a Parking Host, any confirmed booking(s) will be automatically cancelled and your Parking Guests will receive a full refund. If you cancel your Parked Close Account as a Parking Guest, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing's cancellation policy.

15.3 Without limiting our rights specified below, Parked Close may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

15.4 Parked Close may immediately, without notice, terminate this Agreement and/or stop providing access to the Parked Close Platform if (i) you have materially breached your obligations under these Terms, the [Payments Terms](#), our [Policies](#) or [Standards](#), (ii) you have violated applicable laws, regulations or third party rights, or (iii) Parked Close believes in good faith that such action is reasonably necessary to protect the personal safety or property of Parked Close, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

15.5 In addition, Parked Close may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative

agency or governmental body, or if (ii) you have breached these Terms, the [Payments Terms](#), our [Policies](#) or [Standards](#), applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Parked Close Account registration, Listing process or thereafter, (iv) you and/or your Listings or Parking Host Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Parked Close otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Parked Close believes in good faith that such action is reasonably necessary to protect the personal safety or property of Parked Close, its Members, or third parties, or to prevent fraud or other illegal activity:

- refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;
- cancel any pending or confirmed bookings;
- limit your access to or use of the Parked Close Platform;
- temporarily or permanently revoke any special status associated with your Parked Close Account;
- temporarily or in case of severe or repeated offenses permanently suspend your Parked Close Account and stop providing access to the Parked Close Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Parked Close and an opportunity to resolve the issue to Parked Close's reasonable satisfaction.

15.6 If we take any of the measures described above (i) we may refund your Parking Guests in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

15.7 When this Agreement has been terminated, you are not entitled to a restoration of your Parked Close Account or any of your Member Content. If your access to or use of the Parked Close Platform has been limited or your Parked Close Account has been suspended or this Agreement has been terminated by us, you may not register a new Parked Close Account or access and use the Parked Close Platform through an Parked Close Account of another Member.

15.8 Sections 5 and 16 to 22 of these Terms shall survive any termination or expiration of this Agreement.

## 16. Disclaimers

**If you choose to use the Parked Close Platform or Collective Content, you do so voluntarily and at your sole risk. The Parked Close Platform and Collective Content is provided "as is", without warranty of any kind, either express or implied.**

**You agree that you have had whatever opportunity you deem necessary to investigate the Parked Close Services, laws, rules, or regulations that may be applicable to your Listings and/or Parking Host Services you are receiving and that you are not relying upon any statement of law or fact made by Parked Close relating to a Listing.**

**If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.**

**The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.**

## **17. Liability**

**You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Parked Close Platform and Collective Content, your publishing or booking of any Listing via the Parked Close Platform, your use of any Accommodation, or any other interaction you have with other Members whether in person or online remains with you. Neither Parked Close nor any other party involved in creating, producing, or delivering the Parked Close Platform or Collective Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Parked Close Platform or Collective Content, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Parked Close Platform, or (iv) from your publishing or booking of a Listing, including the provision or use of a Listing's Parking Host Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Parked Close has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Parking Hosts pursuant to these Terms or an approved payment request under the Parked Close Host Guarantee, in no event will Parked Close's aggregate liability arising out of or in connection with these Terms and your use of the Parked Close Platform including, but not limited to, from your publishing or booking of any Listings via the Parked Close Platform, or from the use of or inability to use the Parked Close Platform or Collective Content and in connection with any Accommodation, or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the Parked Close Platform as a Guest in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Parking Host, the amounts paid by Parked Close to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US \$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Parked Close and you. Some jurisdictions do not allow the**

**exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect Parked Close's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.**

## **18. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at Parked Close's option), indemnify, and hold Parked Close and its affiliates and subsidiaries, including but not limited to, Parked Close Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Parked Close Platform or any Parked Close Services, (iii) your interaction with any Member, use of an Accommodation, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, use, (iv) Parked Close's Collection and Remittance of Taxes, or (v) your breach of any laws, regulations or third party rights.

## **19. Dispute Resolution and Arbitration Agreement**

19.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but bring any claim against Parked Close in the United States (to the extent not in conflict with Section 21).

19.2 *Overview of Dispute Resolution Process.* Parked Close is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with Parked Close's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("**AAA**") using its specially designed Consumer Arbitration Rules (as modified by this Section 19 and except as provided in Section 19.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
- Arbitrators must be neutral, and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

*19.3 Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and Parked Close each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Parked Close's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

**19.4 Agreement to Arbitrate.** You and Parked Close mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Parked Close Platform, the Parking Host Services, the Group Payment Service, or the Collective Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Parked Close agree that the arbitrator will decide that issue.

*19.5 Exceptions to Arbitration Agreement.* You and Parked Close each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

*19.6 Arbitration Rules and Governing Law.* This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879.

*19.7 Modification to AAA Rules - Arbitration Hearing/Location.* In order to make the arbitration most convenient to you, Parked Close agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in Sarasota County; (c) in any other location to which you and Parked Close both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

*19.8 Modification of AAA Rules - Attorney's Fees and Costs.* You and Parked Close agree that Parked Close will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Parked Close agrees it will not seek, and

hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration.

**19.9 *Arbitrator's Decision.*** The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

**19.10 *Jury Trial Waiver.*** You and Parked Close acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

**19.11 *No Class Actions or Representative Proceedings.*** You and Parked Close acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and Parked Close both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Parked Close agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

**19.12 *Severability.*** Except as provided in Section 19.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

**19.13 *Changes.*** Notwithstanding the provisions of Section 3 ("Modification of these Terms"), if Parked Close changes this Section 19 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Parked Close's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Parked Close (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Parked Close.

**19.14 *Survival.*** Except as provided in Section 19.12 and subject to Section 15.8, this Section 19 will survive any termination of these Terms and will continue to apply even if you stop using the Parked Close Platform or terminate your Parked Close Account.

## 20. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Parked Close Platform (“**Feedback**”). You may submit Feedback by emailing us, through the [“Contact”](#) section of the Parked Close Platform, or by other means of communication. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## 21. Applicable Law and Jurisdiction

21.1 If your country of residence or establishment is the United States, these Terms will be interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 19 must be brought in state or federal court in Sarasota, Florida, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Sarasota, Florida.

21.2 Future Statement, Feature, Technology or Offering [Purposely Left Blank at this time]

21.3 Future Statement, Feature, Technology or Offering [Purposely Left Blank at this time]

## 22. General Provisions

22.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Parked Close and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Parked Close and you in relation to the access to and use of the Parked Close Platform.

22.2 No joint venture, partnership, employment, or agency relationship exists between you and Parked Close as a result of this Agreement or your use of the Parked Close Platform.

22.3 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

22.4 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

22.5 Parked Close’s failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

22.6 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Parked Close's prior written consent. Parked Close may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

22.7 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Parked Close via email, Parked Close Platform notification, or messaging service (including SMS).

# Privacy Statements

## 1. INTRODUCTION

Thank you for using Parked Close! Your trust is important to us and we're committed to protecting the privacy and security of your personal information. The information that's shared with us helps us to provide a great experience with Parked Close. We have a dedicated privacy team that's committed to protecting all the personal information we collect and help ensure that personal information is handled properly worldwide.

This Privacy Policy describes how we collect, use, process, and disclose your personal information, in conjunction with your access to and use of the Parked Close Platform and the Payment Services. This privacy policy describes our privacy practices for all websites, platforms and services that link to it. Please read the privacy policy on the applicable site.

### 1.1 Definitions

If you see an undefined term in this Privacy Policy (such as "Listing" or "Parked Close Platform"), it has the same definition as in our [Terms of Service](#) ("Terms").

### 1.2 Data Controller

When this policy mentions "Parked Close," "we," "us," or "our," it refers to the Parked Close company that is responsible for your information under this Privacy Policy (the "Data Controller").

- If your country of residence is the United States, the Data Controller is Crowdsourced Geofencing Solutions, LLC.

### 1.3 Applicability to Payments

This Privacy Policy also applies to the Payment Services provided to you by Parked Close Payments pursuant to the [Payments Terms of Service](#) ("Payments Terms"). When using the Payment Services, you will be also providing your information, including personal information, to one or more Parked Close Payments entities, which will also be the Data Controller (the "Payments Data Controller") of your information related to the Payment Services, generally depending on your country of residence.

- If your country of residence is the United States, the Payments Data Controller is Crowdsourced Geofencing Solutions, LLC.

If you change your country of residence, the Data Controller and/or Payments Data Controller will be determined by your new country of residence as specified above, from the date on which your country of residence changes. To this end the Data Controller and/or Payment Data Controller that originally collected your personal information will need to transfer such personal information to the new applicable Data Controller and/or Payments Data Controller due to the fact that such transfer is necessary for the performance of the contractual relationship with you.

Please see the Contact Us section below for contact details of the Data Controllers and Payments Data Controllers.

## 2. INFORMATION WE COLLECT

There are three general categories of information we collect.

### 2.1 Information You Give to Us.

#### 2.1.1 Information that is necessary for the use of the Parked Close Platform.

We ask for and collect the following personal information about you when you use the Parked Close Platform. This information is necessary for the adequate performance of the contract between you and us and to allow us to comply with our legal obligations. Without it, we may not be able to provide you with all the requested services.

- **Account Information.** When you sign up for an Parked Close Account, we require certain information such as your first name, last name, email address, and date of birth.
- **Profile and Listing Information.** To use certain features of the Parked Close Platform (such as booking or creating a Listing), we may ask you to provide additional information, which may include your address, phone number, and a profile picture.
- **Identity Verification Information.** To help create and maintain a trusted environment, we may collect identity verification information (such as images of your government

issued ID, passport, national ID card, or driving license, as permitted by applicable laws) or other authentication information. To learn more, see our Help Center article about [providing identification on Parked Close](#).

- **Payment Information.** To use certain features of the Parked Close Platform (such as booking or creating a Listing), we may require you to provide certain financial information (like your bank account or credit card information) in order to facilitate the processing of payments (via Parked Close Payments).
- **Communications with Parked Close and other Members.** When you communicate with Parked Close or use the Parked Close Platform to communicate with other Members, we collect information about your communication and any information you choose to provide.

### 2.1.2 Information you choose to give us.

You may choose to provide us with additional personal information in order to obtain a better user experience when using Parked Close Platform. This additional information will be processed based on our legitimate interest or when applicable, your consent.

- **Additional Profile Information.** You may choose to provide additional information as part of your Parked Close profile (such as gender, preferred language(s), city, and a personal description). Some of this information as indicated in your Account settings is part of your public profile page and will be publicly visible to others.
- **Address Book Contact Information.** You may choose to import your address book contacts or enter your contacts' information manually to access certain features of the Parked Close Platform, like inviting them to use Parked Close.
- **Other Information.** You may otherwise choose to provide us information when you fill in a form, update or add information to your Parked Close Account, respond to surveys, post to community forums, participate in promotions, communicate with our customer care team, share your experience with us (such as through Parking Host Stories), or use other features of the Parked Close Platform.

### 2.1.3 Information that is necessary for the use of the Payment Services.

The Payments Data Controller needs to collect the following information necessary for the adequate performance of the contract with you and to comply with applicable law (such as anti-money laundering regulations). Without it, you will not be able to use Payment Services:

- **Payment Information.** When you use the Payment Services, the Payments Data Controller requires certain financial information (like your bank account or credit card information) in order to process payments and comply with applicable law.
- **Identity Verification and Other Information.** If you are a Parking Host, the Payments Data Controller may require identity verification information (such as images of your government issued ID, passport, national ID card, or driving license) or other authentication information, your date of birth, your address, email address, phone number and other information in order to verify your identity, provide the Payment Services to you, and to comply with applicable law.

#### 2.1.4 Information We Automatically Collect from Your Use of the Parked Close Platform and Payment Services.

When you use the Parked Close Platform and the Payment Services, we automatically collect personal information about the services you use and how you use them. This information is necessary for the adequate performance of the contract between you and us, to enable us to comply with legal obligations and given our legitimate interest in being able to provide and improve the functionalities of the Parked Close Platform and Payment Services.

- **Geo-location Information.** When you use certain features of the Parked Close Platform, we may collect information about your precise or approximate location as determined through data such as your IP address or mobile device's GPS to offer you an improved user experience. Most mobile devices allow you to control or disable the use of location services for applications in the device's settings menu. Parked Close may also collect this information even when you are not using the app if this connection is enabled through your settings or device permissions.
- **Usage Information.** We collect information about your interactions with the Parked Close Platform such as the pages or content you view, your searches for Listings, bookings you have made, and other actions on the Parked Close Platform.
- **Log Data and Device Information.** We automatically collect log data and device information when you access and use the Parked Close Platform, even if you have not created a Parked Close Account or logged in. That information includes, among other things: details about how you've used the Parked Close Platform (including if you clicked on links to third party applications), IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, and the pages you've viewed or engaged with before or after using the Parked Close Platform.
- **Cookies and Similar Technologies.** We use cookies and other similar technologies when you use our platform, use our mobile app, or engage with our online ads or email communications. We may collect certain information by automated means using technologies such as cookies, web beacons, pixels, browser analysis tools, server logs, and mobile identifiers. In many cases the information we collect using cookies and other tools is only used in a non-identifiable without reference to personal information. For example, we may use information we collect to better understand website traffic patterns and to optimize our website experience. In some cases we associate the information we collect using cookies and other technology with your personal information. Our business partners may also use these tracking technologies on the Parked Close Platform or engage others to track your behavior on our behalf.
- **Pixels and SDKs.** Third parties, including Facebook, may use cookies, web beacons, and other storage technologies to collect or receive information from our websites and elsewhere on the internet and use that information to provide measurement services and target ads. For apps, that third parties, including Facebook, may collect or receive information from your app and other apps and use that information to provide measurement services and targeted ads. Users can opt-out of the collection and use of information for ad targeting by updating their Facebook account ad settings and by contacting [opt-out@ParkedClose.com](mailto:opt-out@ParkedClose.com) with a description of your request and

validation information. Users can access a mechanism for exercising such choice by going to <http://www.aboutads.info/choices> and <http://www.youronlinechoices.eu/>. For more information on our use of these technologies, see our [Cookie Policy](#).

- **Do Not Track Signals.** While you may disable the usage of cookies through your browser settings, the Parked Close Platform currently does not respond to a “Do Not Track” signal in the HTTP header from your browser or mobile application due to lack of standardization regarding how that signal should be interpreted.
- **Payment Transaction Information.** Parked Close Payments collects information related to your payment transactions through the Parked Close Platform, including the payment instrument used, date and time, payment amount, payment instrument expiration date and billing postcode, PayPal email address, IBAN information, your address and other related transaction details. This information is necessary for the adequate performance of the contract between you and Parked Close Payments and to allow the provision of the Payment Services.

### 2.1.5 Information We Collect from Third Parties.

Parked Close and Parked Close Payments may collect information, including personal information, that others provide about you when they use the Parked Close Platform and the Payment Services, or obtain information from other sources and combine that with information we collect through the Parked Close Platform and the Payment Services. We do not control, supervise or respond for how the third parties providing your information process your Personal Information, and any information request regarding the disclosure of your personal information to us should be directed to such third parties.

- **Third Party Services.** If you link, connect, or login to your Parked Close Account with a third party service (e.g. Google, Facebook, WeChat), the third party service may send us information such as your registration, friends list, and profile information from that service. This information varies and is controlled by that service or as authorized by you via your privacy settings at that service.
- **Your References.** If someone has written a reference for you, it will be published on your Parked Close public profile page with your consent. To learn more, see our Help Center article about [References](#).
- **Background Information.** For Members in the United States, to the extent permitted by applicable laws, Parked Close and Parked Close Payments may obtain reports from public records of criminal convictions or sex offender registrations. For Members outside of the United States, to the extent permitted by applicable laws and with your consent where required, Parked Close and Parked Close Payments may obtain the local version of police, background or registered sex offender checks. We may use your information, including your full name and date of birth, to obtain such reports.
- **Enterprise Product Invitations and Account Management.** Organizations that use our Enterprise products (such a Parked Close for work and programs with property managers and owners) may submit personal information to facilitate account management and invitations to use enterprise products.

- **Referrals.** If you are invited to Parked Close, the person who invited you may submit personal information about you such as your email address or other contact information.
- **Other Sources.** To the extent permitted by applicable law, we may receive additional information about you, such as demographic data or information to help detect fraud and safety issues, from third party service providers and/or partners, and combine it with information we have about you. For example, we may receive background check results (with your consent where required) or fraud warnings from service providers like identity verification services for our fraud prevention and risk assessment efforts. We may receive information about you and your activities on and off the Parked Close Platform through partnerships, or about your experiences and interactions from our partner ad networks.

## 2.2 Children's Data.

Our websites and applications are not directed to children under 16 and we do not knowingly collect any personal information directly from children under 16. If you believe that we are processing the personal information pertaining to a child inappropriately, we take this very seriously and urge you to contact us using the information provided under the "Contact Us" section below.

## 3. HOW WE USE INFORMATION WE COLLECT

We may use, store, and process personal information to (1) provide, understand, improve, and develop the Parked Close Platform, (2) create and maintain a trusted and safer environment (such as to comply with our legal obligations and ensure compliance with Parked Close Policies) and (3) provide, personalize, measure, and improve our advertising and marketing.

**3.1 Provide, Improve, and Develop the Parked Close Platform.** We may use the personal information to provide, improve, and develop the Parked Close Platform such as to:

- enable you to access and use the Parked Close Platform,
- enable you to communicate with other Members,
- operate, protect, improve, and optimize the Parked Close Platform and experience, such as by performing analytics and conducting research,
- provide customer service,
- send you service or support messages, updates, security alerts, and account notifications,
- if you provide us with your contacts' information, we may process this information: (i) to facilitate your referral invitations, (ii) send your requests for references, (iii) for fraud detection and prevention, and (iv) for any purpose you authorize at the time of collection,
- to operate, protect, improve, and optimize the Parked Close Platform and experience, and personalize and customize your experience (such as making Listing suggestions, ranking search results).
- enable your use of our enterprise products.

We process this personal information for these purposes given our legitimate interest in improving the Parked Close Platform and our Members' experience with it, and where it is necessary for the adequate performance of the contract with you.

**3.2 Create and Maintain a Trusted and Safer Environment.** We may use the personal information to create and maintain a trusted and safer environment such as to:

- detect and prevent fraud, spam, abuse, security incidents, and other harmful activity,
- conduct security investigations and risk assessments,
- verify or authenticate information or identifications provided by you (such as to verify your Accommodation address or compare your identification photo to another photo you provide),
- conduct checks against databases and other information sources, including background or police checks, to the extent permitted by applicable laws and with your consent where required,
- comply with our legal obligations,
- Resolve any disputes with any of our Members and enforce our agreements with third parties,
- enforce our [Terms of Service](#) and other policies, and
- in connection with the activities above, we may conduct profiling based on your interactions with the Parked Close Platform, your profile information and other content you submit to the Parked Close Platform, and information obtained from third parties. In limited cases, automated processes may restrict or suspend access to the Parked Close Platform if such processes detect activity that we think poses a safety or other risk to the Parked Close Platform, our community, or third parties. If you challenge the decisioning based on the automated process, please contact us as provided in the Contact Us section below.

We process this personal information for these purposes given our legitimate interest in protecting the Parked Close Platform, to measure the adequate performance of our contract with you, and to comply with applicable laws.

**3.3 Provide, Personalize, Measure, and Improve our Advertising and Marketing.** We may use the personal information to provide, personalize, measure, and improve our advertising and marketing such as to:

- send you promotional messages, marketing, advertising, and other information that may be of interest to you based on your preferences (including information about Parked Close or partner campaigns and services) and social media advertising through social media platforms such as Facebook or Google),
- personalize, measure, and improve our advertising,
- Administer referral programs, rewards, surveys, sweepstakes, contests, or other promotional activities or events sponsored or managed by Parked Close or its third party partners,
- conduct profiling on your characteristics and preferences (based on the information you provide to us, your interactions with the Parked Close Platform, information obtained from third parties, and your search and booking history) to send you

promotional messages, marketing, advertising and other information that we think may be of interest to you,

- enrolling in an email subscription will not affect the frequency of administrative emails that we may send in connection with any Parked Close Account. No fee is charged for sending promotional emails to you, but third-party data rates may apply. Note that you may not be able to take advantage of certain promotions if you do not have an Parked Close Account, and
- invite you to events and relevant opportunities (for example, when you share your Parking Host story, we may use the information provided to reach out to you to invite you to relevant events).

We will process your personal information for the purposes listed in this section given our legitimate interest in undertaking marketing activities to offer you products or services that may be of your interest.

**3.4 How the Payments Data Controller uses the Personal Information Collected.** We may use the personal information as a part of Payment services such as to:

- Enable you to access and use the Payment Services.
- Detect and prevent fraud, abuse, security incidents, and other harmful activity.
- Conduct security investigations and risk assessments.
- Conduct checks against databases and other information sources.
- Comply with legal obligations (such as anti-money laundering regulations).
- Enforce the Payment Terms and other payment policies.
- With your consent, send you promotional messages, marketing, advertising, and other information that may be of interest to you based on your preferences.

The Payments Data Controller processes this personal information given its legitimate interest in improving the Payment Services and its users' experience with it, and where it is necessary for the adequate performance of the contract with you and to comply with applicable laws.

### **3.5 SMS Terms for U.S.**

For text messaging in the United States, by requesting, joining, agreeing to, enrolling in, signing up for, acknowledging, or otherwise consenting to receive one or more text messages ("Opting In") or using a Parked Close arrangement in which Parked Close sends (or indicates that it may send, or receives a request that it send) one or more text messages ("Text Message Service"), you accept these SMS Terms for U.S. ("SMS Terms"), consent to the handling of your personal information as described in the Parked Close Privacy Policy, and agree to resolve disputes with Parked Close as described in our Terms of Service. Message and data rates may apply.

Parked Close will use reasonable commercial efforts to deliver the automated marketing text messages to the number you provide through compatible wireless carriers. Carriers and Parked Close are not liable for delayed or undelivered messages. The short code we use for some Text Message Services may not be supported on all U.S. carriers.

## Opting In

By Opting In to a Text Message Service:

- You expressly authorize Parked Close to use autodialer or non-autodialer technology to send text messages to the cell phone number associated with your Opt-In (i.e., the number listed on the Opt-In form or instructions, or, if none, the number from which you send the Opt-In, or, if none, the number on file for your account). You also authorize Parked Close to include marketing content in any such messages. You do not have to Opt In or agree to Opt In as a condition of purchase.
- You consent to the use of an electronic record to document your Opt-In. To withdraw that consent, request a free paper or email copy of the Opt-In, or to update our records with your contact information, please contact us via the methods described in the Contact Us section. To view and retain an electronic copy of these SMS Terms or the rest of your Opt-In, you will need (i) a device (such as a computer or cell phone) with internet access, and (ii) either a printer or storage space on such device. If you withdraw your consent, certain features of our service may not be available to you. To update information on how we would contact you electronically, visit your Notification settings in your account settings.
- You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.
- You consent to the use of an electronic record to document your Opt-In. To withdraw that consent, update our records with your contact information, please visit your Parked Close account Notifications settings or contact [customer support](#).
- These SMS Terms still will apply if you withdraw the consent mentioned above or opt out of the Text Message Service.

After Opting In, in addition to the main messages the service offers, you may receive one or more welcome messages or administrative messages, such as (in some cases) a request to confirm your Opt-In.

## About the Text Message Services and Opting Out

Message and data rates may apply. Unless otherwise noted, Text Message Services send multiple, recurring messages. Parked Close may terminate any Text Message Service or your participation in it at any time with or without notice, including, for example, before you have received any or all messages that you otherwise would have received, but these SMS Terms still will apply. Text STOP to any promotional message to Opt Out or if applicable update your "Notification" settings on your Parked Close account.

For additional help, text HELP in response to a marketing message or contact [customer service](#).

### **3.6 Your Choices**

You have choices on the promotional messages that you choose to receive.

- You can limit the information you provide to Parked Close. Participation in promotions and marketing programs is voluntary.
- You can limit the communications that Parked Close sends to you.
  - To opt-out of marketing emails, simply click the link labeled “unsubscribe” at the bottom of any marketing email we send you or access the notification settings in your Parked Close Account.
  - To revoke permissions that you may have given to send promotional text messages, text STOP in response to any message.
  - You can always update your notification settings within your Parked Close Account by visiting the Notifications section of your Parked Close Account. Please note that even if you opt-out of marketing communications, we may still need to contact you with important transactional information about your account. For example, even if you opt-out of emails, we may still send you activity confirmations or fraud alerts.

## **4. SHARING & DISCLOSURE**

### **4.1 Advertising and Social Media; Sharing With Your Consent.**

Where you have provided consent, we share your information, including personal information, as described at the time of consent, such as when you authorize a third party application or website to access your Parked Close Account or when you participate in promotional activities conducted by Parked Close partners or third parties.

Where permissible according to applicable law we may use certain limited personal information about you, such as your email address, to hash it and to share it with social media platforms, such as Facebook or Google, to generate leads, drive traffic to our websites or otherwise promote our products and services or the Parked Close Platform. These processing activities are based on our legitimate interest in undertaking marketing activities to offer you products or services that may be of your interest.

The social media platforms with which we may share your personal information are not controlled or supervised by Parked Close. Therefore, any questions regarding how your social media platform service provider processes your personal information should be directed to such provider.

Please note that you may, at any time ask Parked Close to cease processing your data for these direct marketing purposes by sending an e-mail to [opt-out@ParkedClose.com](mailto:opt-out@ParkedClose.com).

### **4.2 Sharing between Members.**

To help facilitate bookings or other interactions between Members, we may need to share certain information, including personal information, with other Members, as it is necessary for the adequate performance of the contract between you and us, as follows:

- When you as a Parking Guest submit a booking request, certain information about you is shared with the Parking Host (and Parking Co-Host, if applicable), including your

profile, full name, the full name of any additional Parking Guests, your cancellation history, and other information you agree to share. When your booking is confirmed, we will disclose additional information to assist with coordinating the trip, like your phone number.

- When you as a Parking Host (or Parking Co-Host, if applicable) have a confirmed booking, certain information is shared with the Parking Guest (and the additional Parking Guests they may invite, if applicable) to coordinate the booking, such as your profile, full name, phone number, and Accommodation or Experience address.
- When you as a Parking Host invite another Member to become a Parking Co-Host, you authorize the Parking Co-Host to access and update your information and Member Content, including but not limited to certain information like your full name, phone number, Accommodation address, calendar, Listing information, Listing photos, and email address.
- When you as a Parking Guest invite additional Parking Guests to a booking, your full name, travel dates, Parking Host name, Listing details, the Accommodation address, and other related information will be shared with each additional Parking Guest.
- When you as a Parking Guest initiate a Group Payment Booking Request certain information about each participant such as first name, last initial, profile picture as well as the booking details is shared among all participants of the Group Payment Booking Request.

We don't share your billing and payout information with other Members.

#### **4.3 Profiles, Listings, and other Public Information.**

The Parked Close Platform lets you publish information, including personal information, that is visible to the general public. For example:

- Parts of your public profile page, such as your first name, your description, and city, are publicly visible to others.
- Listing pages are publicly visible and include information such as the Accommodation or Experience's approximate location (neighborhood and city) or precise location (where you have provided your consent), Listing description, calendar availability, your public profile photo, aggregated demand information (like page views over a period of time), and any additional information you choose to share.
- After completing a booking, Parking Guests and Parking Hosts may write Reviews and rate each other. Reviews and Ratings are a part of your public profile page and may also be surfaced elsewhere on the Parked Close Platform (such as the Listing page).
- If you submit content in a community or discussion forum, blog or social media post, or use a similar feature on the Parked Close Platform, that content is publicly visible.

Based on our legitimate interest to promote the Parked Close Platform we may display parts of the Parked Close Platform (e.g., your Listing page) on sites operated by Parked Close's business partners, using technologies such as widgets or APIs. If your Listings are displayed on a partner's site, information from your public profile page may also be displayed.

Information you share publicly on the Parked Close Platform may be indexed through third party search engines. In some cases, you may opt-out of this feature in your Account settings. If you change your settings or your public-facing content, these search engines may not update their databases. We do not control the practices of third party search engines, and they may use caches containing your outdated information.

#### **4.4 Additional Services by Parking Hosts.**

Parking Hosts may need to use third party services available through the Parked Close Platform to assist with managing their Accommodation or providing additional services requested by you, such as cleaning services or lock providers. Parking Hosts may use features on the Parked Close Platform to share information about the Parking Guest (like check-in and check-out dates, Parking Guest name, Parking Guest phone number) with such third party service providers for the purposes of coordinating the stay, managing the Accommodation, or providing other services. Parking Hosts are responsible for third party service providers they use and ensuring those service providers process Parking Guest information securely and in compliance with applicable law including data privacy and data protection laws.

#### **4.5 Compliance with Law, Responding to Legal Requests, Preventing Harm and Protection of our Rights.**

Parked Close and Parked Close Payments may disclose your information, including personal information, to courts, law enforcement, governmental authorities, tax authorities, or authorized third parties, if and to the extent we are required or permitted to do so by law or if such disclosure is reasonably necessary: (i) to comply with our legal obligations, (ii) to comply with a valid legal request or to respond to claims asserted against Parked Close, (iii) to respond to a valid legal request relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose us, you, or any other of our users to legal liability (See more information on Parked Close's Law Enforcement Guidelines [here](#)), (iv) to enforce and administer our Terms of Service, the Payment Terms or [other](#) agreements with Members, or (v) to protect the rights, property or personal safety of Parked Close, its employees, its Members, or members of the public. For example, if permitted due to the forgoing circumstances, Parking Host tax information may be shared with tax authorities or other governmental agencies.

These disclosures may be necessary to comply with our legal obligations, for the protection of your or another person's vital interests or for the purposes of our or a third party's legitimate interest in keeping the Parked Close Platform secure, preventing harm or crime, enforcing or defending legal rights, facilitating the collection of taxes and prevention of tax fraud or preventing damage.

Where appropriate, we may notify Members about legal requests unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon Parked Close's property, its Members and the Parked Close Platform. In instances where we comply with legal requests without notice for these reasons, we may attempt to notify that Member about the request

after the fact where appropriate and where we determine in good faith that we are no longer prevented from doing so.

#### **4.6 Service Providers.**

Parked Close and Parked Close Payments uses a variety of third-party service providers to help us provide services related to the Parked Close Platform and the Payment Services. Service providers may be located inside or outside of the European Economic Area (“EEA”). In particular, our service providers are based in Europe, India, Asia Pacific and North and South America.

For example, service providers may help us: (i) verify your identity or authenticate your identification documents, (ii) check information against public databases, (iii) conduct background or police checks, fraud prevention, and risk assessment, (iv) perform product development, maintenance and debugging, (v) allow the provision of the Parked Close Services through third party platforms and software tools (e.g. through the integration with our APIs), (vi) provide customer service, advertising, or payments services, or (vii) process, handle or assess insurance claims or other similar claims. These providers have limited access to your personal information to perform these tasks on our behalf, and are contractually bound to protect the personal information and only use the personal information in accordance with our instructions .

Parked Close and the Parked Close Payments will need to share your information, including personal information, in order to ensure the adequate performance of our contract with you.

#### **4.7 Corporate Affiliates.**

To enable or support us in providing the Parked Close Platform and the Payment Services, we may share your information, including personal information, within our corporate family of companies (both financial and non-financial entities) that are related by common ownership or control.

- **Sharing with Parked Close, Inc.** Even if your country of residence is not the United States, your information may be shared with Parked Close, Inc. which provides the technical infrastructure for the Parked Close Platform, product development and maintenance, customer support, trust and safety and other business operation services to other Parked Close entities. The data sharing is necessary for the performance of the contract between you and us and is based on our legitimate interests in providing the Parked Close Platform globally.
- **Sharing with Parked Close Payments.** In order to facilitate payments on or through the Parked Close Platform, certain information as described above in “Information that is necessary for the use of the Payment Services” section above, may be shared with the relevant Parked Close Payments entity. The data sharing is necessary for the performance of the contract between you and us.
- **Sharing with Parked Close Ireland.** If your country of residence is the United States, some of your information may be shared with Parked Close Ireland when you create a Listing or when you book a Parking Host Service located outside of the United States

(other than in China). The information shared in these circumstances may include: (i) your name, e-mail address and phone number, (ii) information relating to the Listing or Parking Host Service, including its address, (iii) booking information for the Listing or Parking Host Service, including but not limited to booking dates and payment amounts, and (iv) the names, nationalities, and identification details (including passport/national ID numbers and expiry dates) of any Parking Guests. Additionally, when you send a message to a Parking Host or Parking Guest outside of the United States (other than China), your first name, profile picture and message content sent via the Parked Close Platform will be shared with Parked Close Ireland. The data sharing is necessary for the performance of the contract between you and us.

Additionally, we share your information, including personal information, with our corporate affiliates in order to support and integrate, promote, and to improve the Parked Close Platform and our affiliates' services.

#### **4.8 Collection and Remittance of Occupancy Taxes.**

In jurisdictions where Parked Close facilitates the Collection and Remittance of Occupancy Taxes as described in the "Taxes" section of the [Terms of Service](#), Parking Hosts and Parking Guests, where legally permissible according to applicable law, expressly grant us permission, without further notice, to disclose Parking Hosts' and Parking Guests' data and other information relating to them or to their transactions, bookings, Accommodations and Occupancy Taxes to the relevant tax authority, including, but not limited to, the Parking Host's or Parking Guest's name, Listing addresses, transaction dates and amounts, tax identification number(s), the amount of taxes received (or due) by Parking Hosts from Parking Guests, and contact information.

#### **4.9 Government Registration.**

In jurisdictions where Parked Close facilitates or requires a registration, notification, permit, or license application of a Parking Host with a local governmental authority through the Parked Close Platform in accordance with local law, we may share information of participating Parking Hosts with the relevant authority, both during the application process and, if applicable, periodically thereafter, such as the Parking Host's full name and contact details, Accommodation address, tax identification number, Listing details, and number of nights booked.

#### **4.10 Information Provided to Enterprise Customers.**

If you have linked your Parked Close Account to the Parked Close Account of a company or other organization (an "Enterprise"), added your work email address, or have a booking facilitated via another party (such as the future employer or other entity) or used a coupon in a similar capacity in connection with an Enterprise (such as using a coupon to pay for an accommodation for an enterprise related event like employment onboarding, orientation, meetings, etc.) through one of our Enterprise products, that Enterprise will have access to your name, contact details, permissions and roles, and other information as required to enable use by you and the Enterprise of such Enterprise products.

#### **4.11 Parking Host Information Provided to Parked Close for Work Customers.**

If a booking is designated as being for business purposes and made by a Parking Guest affiliated with an Enterprise, and the Enterprise is enrolled in our Parked Close for Work , such as a booking made for business purposes using a coupon provided by an Enterprise, we may disclose information related to the booking to the Enterprise, such as the name of the Parking Host, the Accommodation address, booking dates, pricing, Listing details, and other related information, to the extent necessary for the adequate performance of Parked Close's contract with the Enterprise and to provide the services. . At the request of the Enterprise or the Parking Guest, we may also share this information with third parties engaged by the Enterprise to provide travel management, travel planning, financial reporting, personnel management, crisis management, or other services.

#### **4.12 Parking Guest Information Provided to Parked Close for Work Customers.**

If you have linked your Parked Close Account with an Enterprise, and you are included on a booking designated as being for business purposes, we may disclose information related to the booking to the Enterprise to the extent necessary for the adequate performance of Parked Close's contract with the Enterprise. Typically, this includes information related to the booking, such as your name, dates of the booking, number of Parking Guests, pricing, Listing details, the Accommodation address, and other related information. At the request of you or your Enterprise, we may also disclose this information to service providers engaged by it, such as companies that provide travel management, financial reporting, personnel management, crisis management, or other services. In the event of a dispute, emergency, or similar situation involving a booking identified as being for business purposes, Parked Close may also share additional relevant information it believes is necessary to safely and quickly address the situation.

#### **4.13 Programs with Managers and Owners.**

We may share personal information and booking information with landlords, management companies, and/or property owners in order to facilitate programs with these partners. For example, Parking Guest booking and personal information may be shared with owners and property managers of the building, complex, or planned community where a parking host lives and/or the listing is to facilitate parking hosting services, security, billing, and other services that may be provided.

#### **4.14 Business Transfers.**

If Parked Close undertakes or is involved in any merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then we may sell, transfer or share some or all of our assets, including your information in connection with such transaction or in contemplation of such transaction (e.g., due diligence). In this event, we will notify you before your personal information is transferred and becomes subject to a different privacy policy.

#### **4.15 Aggregated Data.**

We may also share aggregated information (information about our users that we combine together so that it no longer identifies or references an individual user) and other anonymized information for regulatory compliance, industry and market analysis, research, demographic profiling, marketing and advertising, and other business purposes.

## **5. OTHER IMPORTANT INFORMATION**

### **5.1 Analyzing your Communications.**

We may review, scan, or analyze your communications on the Parked Close Platform for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research, analytics, and customer support purposes. For example, as part of our fraud prevention efforts, we scan and analyze messages to mask contact information and references to other websites. In some cases, we may also scan, review, or analyze messages to debug, improve, and expand product offerings. We use automated methods where reasonably possible. However, occasionally we may need to manually review some communications, such as for fraud investigations and customer support, or to assess and improve the functionality of these automated tools. We will not review, scan, or analyze your messaging communications to send third party marketing messages to you, and we will not sell reviews or analyses of these communications.

These activities are carried out based on Parked Close's legitimate interest in ensuring compliance with applicable laws and our Terms, preventing fraud, promoting safety, and improving and ensuring the adequate performance of our services.

### **5.2 Linking Third Party Accounts.**

You may link your Parked Close Account with your account at a third party social networking service. Your contacts on these third party services are referred to as "Friends." When you create this link:

- some of the information you provide to us from the linking of your accounts may be published on your Parked Close Account profile;
- your activities on the Parked Close Platform may be displayed to your Friends on the Parked Close Platform and/or that third party site;
- a link to your public profile on that third party social networking service may be included in your Parked Close public profile;
- other Parked Close users may be able to see any common Friends that you may have with them, or that you are a Friend of their Friend if applicable;
- other Parked Close users may be able to see any schools, hometowns or other groups you have in common with them as listed on your linked social networking service;
- the information you provide to us from the linking of your accounts may be stored, processed and transmitted for fraud prevention and risk assessment purposes; and
- the publication and display of information that you provide to Parked Close through this linkage is subject to your settings and authorizations on the Parked Close Platform and the third party site.

We only collect your information from linked third party accounts to the extent necessary to ensure the adequate performance of our contract with you, or to ensure that we comply with applicable laws, or with your consent.

### **5.3 Third Party Partners & Integrations**

The Parked Close Platform may contain links to third party websites or services, such as third party integrations, co-branded services, or third party-branded services (“Third Party Partners”). Parked Close doesn’t own or control these Third Party Partners and when you interact with them, you may be providing information directly to the Third Party Partner, Parked Close, or both. These Third Party Partners will have their own rules about the collection, use, and disclosure of information. We encourage you to review the privacy policies of the other websites you visit.

Parts of the Parked Close Platform may use third party services such as Google Maps/Earth services, including the Google Maps API(s), and Citibank for Parked Close Payments. Use of these respective services is subject to their privacy policies such as [Google Maps/Earth Additional Terms of Use](#), and the [Google Privacy Policy](#), [Citi Privacy Policy](#).

## **6. YOUR RIGHTS**

Consistent with applicable law, you may exercise any of the rights described in this section before your applicable Parked Close Data Controller and Payments Data Controller. See [here](#) for information on data subject rights requests and how to submit a request. . Please note that we may ask you to verify your identity and request before taking further action on your request.

### **6.1 Managing Your Information.**

You may access and update some of your information through your Account settings. If you have chosen to connect your Parked Close Account to a third-party application, like Facebook or Google, you can change your settings and remove permission for the app by changing your Account settings. You are responsible for keeping your personal information up-to-date.

### **6.2 Rectification of Inaccurate or Incomplete Information.**

You have the right to ask us to correct inaccurate or incomplete personal information about you (and which you cannot update yourself within your Parked Close Account).

### **6.3 Data Access and Portability.**

In some jurisdictions, applicable law may entitle you to request certain copies of your personal information held by us. You may also be entitled to request copies of personal information that you have provided to us in a structured, commonly used, and machine-readable format and/or request us to transmit this information to another service provider (where technically feasible).

### **6.4 Data Retention and Erasure.**

We generally retain your personal information for as long as is necessary for the performance of the contract between you and us and to comply with our legal obligations. In certain jurisdictions, you can request to have all your personal information deleted entirely." Please note that if you request the erasure of your personal information:

- We may retain some of your personal information as necessary for our legitimate business interests, such as fraud detection and prevention and enhancing safety. For example, if we suspend an Parked Close Account for fraud or safety reasons, we may retain certain information from that Parked Close Account to prevent that Member from opening a new Parked Close Account in the future.
- We may retain and use your personal information to the extent necessary to comply with our legal obligations. For example, Parked Close and Parked Close Payments may keep some of your information for tax, legal reporting and auditing obligations.
- Information you have shared with others (e.g., Reviews, forum postings) may continue to be publicly visible on the Parked Close Platform, even after your Parked Close Account is cancelled. However, attribution of such information to you will be removed. Additionally, some copies of your information (e.g., log records) may remain in our database, but are disassociated from personal identifiers.
- Because we maintain the Parked Close Platform to protect from accidental or malicious loss and destruction, residual copies of your personal information may not be removed from our backup systems for a limited period of time.

### **6.5 Withdrawing Consent and Restriction of Processing.**

If we are processing your personal information based on your consent you may withdraw your consent at any time by changing your Account settings or by sending a communication to Parked Close specifying which consent you are withdrawing. Please note that the withdrawal of your consent does not affect the lawfulness of any processing activities based on such consent before its withdrawal. Additionally, in some jurisdictions, applicable law may give you the right to limit the ways in which we use your personal information, in particular where (i) you contest the accuracy of your personal information; (ii) the processing is unlawful and you oppose the erasure of your personal information; (iii) we no longer need your personal information for the purposes of the processing, but you require the information for the establishment, exercise or defense of legal claims; or (iv) you have objected to the processing pursuant to Section 6.6 and pending the verification whether the legitimate grounds of Parked Close override your own.

### **6.6 Objection to Processing.**

In some jurisdictions, applicable law may entitle you to require Parked Close and Parked Close Payments not to process your personal information for certain specific purposes (including profiling) where such processing is based on legitimate interest. If you object to such processing Parked Close and/or Parked Close Payments will no longer process your personal information for these purposes unless we can demonstrate compelling legitimate grounds for such processing or such processing is required for the establishment, exercise or defense of legal claims.

Where your personal information is processed for direct marketing purposes, you may, at any time ask Parked Close to cease processing your data for these direct marketing purposes by sending an e-mail to [opt-out@ParkedClose.com](mailto:opt-out@ParkedClose.com).

### **6.7 Lodging Complaints.**

You have the right to lodge complaints about our data processing activities by filing a complaint with our Data Protection Officer who can be reached by the “Contact Us” section below or with a supervisory authority.

## **7. OPERATING GLOBALLY & INTERNATIONAL TRANSFERS**

To facilitate our global operations Parked Close and Parked Close Payments may transfer, store, and process your information within our family of companies, partners, and service providers based in Europe, India, Asia Pacific and North and South America. Laws in these countries may differ from the laws applicable to your country of residence. For example, information collected within the EEA may be transferred, stored, and processed outside of the EEA for the purposes described in this Privacy Policy. Where we transfer store, and process your personal information outside of the EEA we have ensured that appropriate safeguards are in place to ensure an adequate level of data protection.

### **7.1 EU-US & Swiss-US Privacy Shield.**

Parked Close and Parked Close Payments comply with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, United Kingdom and Switzerland to the United States, respectively. Parked Close has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>.

Under the Privacy Shield Framework, Parked Close and Parked Close Payments are subject to the authority of the Federal Trade Commission. If you have any questions or concerns relating to our Privacy Shield certification, contact us at Crowdsourced Geofencing Solutions, LLC., Legal Department, 5109 S. Tamiami Trail, Sarasota, Florida 34231 or via email. If we are not able to resolve your concern, you may also contact your European Data Protection Authority or Commission or seek assistance from our designated Privacy Shield independent recourse mechanism, [JAMS](#). In certain circumstances, you may also have the right to pursue binding arbitration through the Privacy Shield Framework, as described in [Annex I to the Privacy Shield Principles](#).

If we have received your personal information under the Privacy Shield and subsequently transfer it to a third party service provider for processing as described in this Privacy Policy, we will remain responsible if these providers process your personal information in a manner inconsistent with the Privacy Shield Principles, except where we can establish that Parked Close or Parked Close Payments was not responsible for the violation.

## **7.2 Other Means to Ensure an Adequate Level of Data Protection.**

If Parked Close Ireland is the Data Controller and your information is shared with corporate affiliates or third party service providers outside the EEA, we have (prior to sharing your information with such corporate affiliate or third party service provider) established the necessary means to ensure an adequate level of data protection. This may be an adequacy decision of the European Commission confirming an adequate level of data protection in the respective non-EEA country or an agreement on the basis of the EU Model Clauses (a set of clauses issued by the European Commission). We will provide further information on the means to ensure an adequate level of data protection on request.

## **8. SECURITY**

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your information against unauthorized access, loss, destruction, or alteration. Some of the safeguards we use to protect your information are firewalls and data encryption, and information access controls. If you know or have reason to believe that your Parked Close Account credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Parked Close Account, please contact us following the instructions in the Contact Us section below.

## **9. CHANGES TO THIS PRIVACY POLICY**

Parked Close reserves the right to modify this Privacy Policy at any time in accordance with this provision. If we make changes to this Privacy Policy, we will post the revised Privacy Policy on the Parked Close Platform and update the "Last Updated" date at the top of this Privacy Policy. We will also provide you with notice of the modification by email at least thirty (30) days before the date they become effective. If you disagree with the revised Privacy Policy, you may cancel your Account. If you do not cancel your Account before the date the revised Privacy Policy becomes effective, your continued access to or use of the Parked Close Platform will be subject to the revised Privacy Policy.

## **10. CONTACT US**

If you have any questions or complaints about this Privacy Policy or Parked Close's information handling practices, you may email us at the email addresses provided in the relevant sections above or contact us via mail at:

- For persons whose country of residence is the United States: Crowdsourced Geofencing Solutions, LLC., 5109 S. Tamiami Trl, Sarasota, FL USA.

# Payments Terms of Service

Please read these Payments Terms of Service (“Payments Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By using the Payment Services (as defined below), you agree to comply with and be bound by these Payments Terms.

**Please note: Section 22** of these Payments Terms contains an arbitration clause and class action waiver that applies to all Parked Close Members. If your country of residence is the United States, this provision applies to all disputes with Parked Close Payments. If your country of residence is outside of the United States, this provision applies to any action you bring against Parked Close Payments in the United States. It affects how disputes with Parked Close Payments are resolved. By accepting these Payments Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Last Updated: November 1, 2019

These Payments Terms constitute a legally binding agreement (“**Agreement**”) between you and Parked Close Payments (as defined below) governing the Payment Services (defined below) conducted through or in connection with the Parked Close Platform.

When these Payments Terms mention “**Parked Close Payments**,” “**we**,” “**us**,” or “**our**,” it refers to the Parked Close Payments company you are contracting with for Payment Services, which may be Parked Close Payments, Inc. (“**Parked Close Payments US**”).

Your contracting entity will be determined based on your country of residence subject to the exceptions described in the following:

*Country of residence*

*Contracting entity*

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United States

Parked Close Payments US

If you change your country of residence, the Parked Close company you contract with will generally be determined by your new country of residence as specified above, from the date on which your country of residence changes. Please note, however, that the Parked Close Payments company with which you contract will stay the same for all bookings made prior to your change of residence.

The [Parked Close Terms of Service](#) (“**Parked Close Terms**”) separately govern your use of the Parked Close Platform. All capitalized terms have the meaning set forth in the Parked Close Terms unless otherwise defined in these Payments Terms.

In certain situations, customers may be required to enter into unique payment processing agreements with Parked Close Payments. To the extent that there is a conflict between these Payment Terms and terms and conditions set forth in any relevant payment processing agreement, the latter terms and conditions will take precedence, unless specified otherwise.

Our collection and use of personal information in connection with your access to and use of the Payment Services is described in Parked Close’s [Privacy Policy](#).

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## 1. Scope and Use of the Payment Services

1.1 Parked Close Payments provides payments services to Members, including payment collection services, payments and payouts, in connection with and through the Parked Close Platform (“**Payment Services**”). Please note that “Payment Services” include Parked Close

Payments services associated with free Listings provided through Parked Close's Open Homes Program.

1.2 Parked Close Payments may temporarily and under consideration of the Members' legitimate interests (e.g., by providing prior notice), restrict the availability of the Payment Services, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the Payment Services. Parked Close Payments may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time. Parked Close Payments will provide notice to Members of any changes to the Payment Services, unless such changes do not materially increase the Members' contractual obligations or decrease the Members' rights under these Payments Terms.

1.3 The Payment Services may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services are subject to different terms and conditions and privacy practices and Members should review them independently. Parked Close Payments is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Parked Close Payments of such Third-Party Services.

1.4 You may not use the Payment Services except as authorized by United States law, the laws of the jurisdiction that is your country of residence, and any other applicable laws. In particular, but without limitation, the Payment Services may not be used to send or receive funds: (i) into any United States embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. You represent and warrant that: (i) neither you nor your Parking Host Services are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

1.5 Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable for a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

## 2. Key Definitions

**"Payout"** means a payment initiated by Parked Close Payments to a Member for services (such as Listing Fees) performed in connection with the Parked Close Platform.

**"Payment Method"** means a financial instrument that you have added to your Parked Close Account, such as a credit card, debit card, or PayPal account.

**“Payout Method”** means a financial instrument that you have added to your Parked Close Account, such as a PayPal account, direct deposit, a prepaid card, or a debit card (where available).

### **3. Modification of these Payments Terms**

Parked Close Payments reserves the right to modify these Payments Terms at any time in accordance with this provision. If we make changes to these Payments Terms, we will post the revised Payments Terms on the Parked Close Platform and update the “Last Updated” date at the top of these Payments Terms. We will also provide you with notice by email of the modification at least thirty (30) days before the date they become effective, however, Members contracting with Parked Close Payments UK, Parked Close Payments Luxembourg or Parked Close Payments Australia will receive notice at least two (2) months prior to the effective date. If you disagree with the revised Payments Terms, you may terminate this Agreement with immediate effect. We will inform you about your right of refusal and your right to terminate this Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued use of the Payment Services will constitute acceptance of the revised Payments Terms.

### **4. Eligibility, Member Verification**

4.1 You must be at least 18 years old and able to enter into legally binding contracts to use the Payment Services. By using the Payment Services you represent and warrant that you are 18 or older.

4.2 Parked Close Payments may make access to and use of certain areas or features of the Payment Services subject to certain conditions or requirements, such as completing a verification process or meeting specific eligibility criteria.

4.3 We may make inquiries we consider necessary to help verify or check your identity or prevent fraud. Towards this end, you authorize Parked Close Payments to screen you against third party databases or other sources and request reports from service providers. In some jurisdictions, we have a legal obligation to collect identity information to comply with anti-money laundering regulations. This may include (i) asking you to provide a form of government identification (e.g., driver’s license or passport), your date of birth, your address, and other information; (ii) requiring you to take steps to confirm ownership of your email address, Payment Methods or Payout Methods; or (iii) attempting to screen your information against third-party databases. Parked Close Payments reserves the right to close, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

### **5. Account Registration**

5.1 In order to use the Payment Services, you must have a Parked Close Account in good standing. If you or Parked Close closes your Parked Close Account for any reason, you will no longer be able to use the Payment Services.

5.2 You may authorize a third party to use your Parked Close Account in accordance with the [Parked Close Terms](#). You acknowledge and agree that anyone you authorize to use your Parked Close Account may use the Payment Services on your behalf and that you will be responsible for any payments made by such person.

## 6. Payment Methods and Payout Methods

6.1 When you add a Payment Method or Payout Method to your Parked Close Account, you will be asked to provide customary billing information such as name, billing address, and financial instrument information either to Parked Close Payments or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a Payment Method or Payout Method, and it is your obligation to keep your Payment Method and Payout Method up-to-date at all times. The information required for Payout Methods will depend on the particular Payout Method and may include:

- Your residential address, name on the account, account type, routing number, account number, email address, payout currency, identification number and account information associated with a particular payment processor.

6.2 When you add or use a new Payment Method, Parked Close Payments may verify the Payment Method by authorizing a nominal amount or by authenticating your account via a third-party payment service provider. For further verification, we may also (i) authorize your Payment Method for one or two additional nominal amounts, and ask you to confirm these amounts, or (ii) require you to upload a billing statement. We may, and retain the right to, initiate refunds of these amounts from your Payout Method. When you add a Payment Method during checkout, we will automatically save that Payment Method to your Parked Close Account so it can be used for a future transaction.

6.3 Please note that Payment Methods and Payout Methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Parked Close Payments is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method or Payout Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payment Method or Payout Method.

6.4 You authorize Parked Close Payments to store your Payment Method information and charge your Payment Method as outlined in these Payments Terms. If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial

services partner or your bank and update your Payment Method on file in your Parked Close Account.

6.5 You are solely responsible for the accuracy and completeness of your Payment Method and Payout Method information. Parked Close Payments is not responsible for any loss suffered by you as a result of incorrect Payment Method or Payout Method information provided by you.

6.6. If your Contracting Entity's location is different than the country of your Payment Method or your selected currency is different than your Payment Method's billing currency, your payment may be processed outside your country of residence. For example, if you make a booking using a U.S.-issued card, but select Euro as your currency, your payment may be processed outside the U.S. Banks and credit card companies may impose international transaction fees and foreign exchange fees on such international transactions. In addition, if you select to pay with a currency that is different than your Payment Method's billing currency, your bank or credit card company may convert the payment amount to your billing currency associated with your Payment Method, based on an exchange rate and fee amount determined solely by your bank. As a result, the amount listed on your card statement may be a different amount than that shown on checkout. Please contact your bank or credit card company if you have any questions about these fees or the applicable exchange rate.

## **7. Financial Terms for Parking Hosts**

### **7.1 Generally**

Generally speaking, Parked Close Payments will collect the Total Fees from a Parking Guest at the time the Parking Guest's booking request is accepted by the Parking Host, or at any other time mutually agreed between the Parking Guest and Parked Close Payments.

### **7.2. Payouts**

7.2.1 In order to receive a Payout you must have a valid Payout Method linked to your Parked Close Account. Parked Close Payments will generally initiate Payouts to your selected Payout Method: (i) for Accommodations, 24 hours of the Parking Guest's scheduled check-in time (or 24 hours of 3:00 pm local time - or 3:00 pm UTC if local time is unknown - if the check-in time is flexible or not specified); (ii) for Experiences and Events, 24 hours of the start of the Experience or Event; and (iii) for all other Parking Host Services, at the time specified via the Parked Close Platform. In certain jurisdictions or instances, Parked Close Payments may offer you a different time or trigger for payment. For example, in certain cases, eligible Parking Hosts may be able to receive a Payout for a booking prior to the Parking Guest's scheduled check-in. Any such alternative Payout option may be subject to additional terms and conditions.

7.2.2 The time it takes to receive Payouts once released by Parked Close Payments may depend upon the Payout Method you select and the Payout Method provider's processing schedule. Parked Close Payments may delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation. New Parking Hosts in

China that successfully list their Accommodation for the first time from the date of these Payments Terms will receive Payouts 48 hours after the Parking Guest's scheduled check-out time or 7 days after the Parking Guest's scheduled check-in time, whichever is earlier.

7.2.3 Your Payout for a booking will be the Listing Fee less applicable Parking Host Fees and Taxes.

7.2.4 In the event of a Parking Guest's cancellation of a confirmed booking, Parked Close Payments will remit a Payout of any portion of the Total Fees due to you under the applicable cancellation policy.

7.2.5 Parked Close Payments will remit your Payouts in your currency of choice, depending upon your selections via the Parked Close Platform and as further set out in Section 12. Amounts may be rounded up or down as described in the Parked Close Terms.

7.2.6 For compliance or operational reasons, Parked Close Payments may limit the value of each individual Payout. If you are due an amount above that limit, Parked Close Payments may initiate a series of Payouts (potentially over multiple days) in order to provide your full payout amount.

## **8. Financial Terms for Parking Guests**

8.1 You authorize Parked Close Payments to charge your Payment Method the Total Fees for any booking requested in connection with your Parked Close Account. Parked Close Payments will collect the Total Fees in the manner agreed between you and Parked Close Payments via the Parked Close Platform. Parked Close Payments will generally collect the Total Fees after the Parking Host accepts your booking request. However, if you pay with a push Payment Method (such as Sofort), Parked Close Payments will collect the Total Fees at the time of your booking request or after the Parking Host accepts your booking request. Parked Close Payments may offer alternative options for the timing and manner of payment. For example, in some cases, Parking Guests may be required to pay or have the option to pay for Parking Host Services in multiple installments. Any additional fees for using offered payment options will be displayed via the Parked Close Platform and included in the Total Fees, and you agree to pay such fees by selecting the payment option. Additional terms and conditions may apply for the use of an alternative payment option. If Parked Close Payments is unable to collect the Total Fees as scheduled, Parked Close Payments will collect the Total Fees at a later point. Once the payment transaction for your requested booking is successfully completed, you will receive a confirmation email.

8.2 When you request to book a Listing, Parked Close Payments may also (i) obtain a pre-authorization via your Payment Method for the Total Fees, (ii) charge or authorize your Payment Method a nominal amount, to verify your Payment Method, or (iii) authenticate your account via a third-party payment service provider to verify your Payment Method.

8.3 If a requested booking is cancelled either because it is not accepted by the Parking Host or you cancel the booking request before it is accepted by the Parking Host, any amounts collected by Parked Close Payments will be refunded to you, and any pre-authorization of

your Payment Method will be released (if applicable). The timing to receive the refund or for the pre-authorization to be released will vary based on the Payment Method and any applicable payment system (e.g., Visa, MasterCard, etc.) rules.

8.4 You authorize Parked Close Payments to perform the Payment Method verifications described in Sections 6 and 8, and to charge your Payment Method for any bookings made in connection with your Parked Close Account. You hereby authorize Parked Close Payments to collect any amounts due, by charging the Payment Method provided at checkout, either directly by Parked Close Payments or indirectly, via a third-party online payment processor, and/or by one or more of the payment methods available on the Parked Close Platform (such as gift cards).

## **9. Appointment of Parked Close Payments as Limited Payment Collection Agent**

9.1 Each Member collecting payment for services provided via the Parked Close Platform (such as Parking Host Services or certain transactions facilitated through the Resolution Center) ("**Providing Member**") hereby appoints Parked Close Payments as the Providing Member's payment collection agent solely for the limited purpose of accepting funds from Members purchasing such services ("**Purchasing Members**").

9.2 Each Providing Member agrees that payment made by a Purchasing Member through Parked Close Payments, shall be considered the same as a payment made directly to the Providing Member, and the Providing Member will provide the purchased services to the Purchasing Member in the agreed-upon manner as if the Providing Member has received the payment directly from the Purchasing Member. Each Providing Member agrees that Parked Close Payments may refund the Purchasing Member in accordance with the Parked Close Terms. Each Providing Member understands that Parked Close Payments' obligation to pay the Providing Member is subject to and conditional upon successful receipt of the associated payments from Purchasing Members. Parked Close Payments guarantees payments to Providing Members only for such amounts that have been successfully received by Parked Close Payments from Purchasing Members in accordance with these Payments Terms. In accepting appointment as the limited payment collection agent of the Providing Member, Parked Close Payments assumes no liability for any acts or omissions of the Providing Member.

9.3 Each Purchasing Member acknowledges and agrees that, notwithstanding the fact that Parked Close Payments is not a party to the agreement between you and the Providing Member, Parked Close Payments acts as the Providing Member's payment collection agent for the limited purpose of accepting payments from you on behalf of the Providing Member. Upon your payment of the funds to Parked Close Payments, your payment obligation to the Providing Member for the agreed upon amount is extinguished, and Parked Close Payments is responsible for remitting the funds to the Providing Member in the manner described in these Payments Terms, which constitute Parked Close Payments' agreement with the Purchasing Member. In the event that Parked Close Payments does not remit any such

amounts, the Providing Member will have recourse only against Parked Close Payments and not the Purchasing Member directly.

## 10. General Financial Terms

### 10.1 Fees

Parked Close Payments may charge fees for use of certain Payment Services and any applicable fees will be disclosed to Members via the Parked Close Platform.

### 10.2 Payment Authorizations

**You authorize Parked Close Payments to collect from you amounts due pursuant to these Payment Terms or the Parked Close Terms. Specifically, you authorize Parked Close Payments to collect from you:**

- Any amount due to Parked Close (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a Parking Guest, Co-Payer, Parking Host or user of the Parked Close Platform), including reimbursement for costs prepaid by Parked Close on your behalf, by charging any Payment Method on file in your Parked Close Account (unless you have previously removed the authorization to charge such Payment Method(s)) or by withholding such amounts from your future Payouts. Any funds collected by Parked Close Payments will setoff the amount owed by you to Parked Close and extinguish your obligation to Parked Close.
- Any amount due to a Providing Member from a Purchasing Member which Parked Close collects as the Providing Member's payment collection agent as further set out in Section 9 above.
- Taxes, where applicable and as set out in the [Parked Close Terms](#).
- Any amount you pay through the Resolution Center in connection with your Parked Close Account. Parked Close Payments may do so by charging the Payment Method associated with the relevant booking, or any other Payment Method on file in your Parked Close Account (unless you have previously removed the authorization to charge such Payment Method(s)), or by withholding the amount from your future Payouts.
- Overstay Fees payable under the [Parked Close Terms](#). In addition, Parked Close Payments may recover any costs and expenses it incurs in collecting the Overstay Fees by charging any Payment Method(s) you have on file in your Parked Close Account (unless you have previously removed the authorization to charge such Payment Method(s)).
- Any Service Fees or cancellation fees imposed pursuant to the [Parked Close Terms](#) (e.g., if, as a Parking Host, you cancel a confirmed booking). Parked Close Payments will be entitled to recover the amount of any such fees from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees improperly paid to you as a Parking Host. If, as a Parking Host, your Parking Guest cancels a confirmed booking or Parked Close decides that it is necessary to cancel a confirmed booking, and Parked Close issues a refund to the Parking Guest in

accordance with the [Parked Close Terms](#), [Parking Guest Refund Policy](#), [Experiences Parking Guest Refund Policy](#), [Extenuating Circumstances Policy](#), or other applicable cancellation policy, you agree that in the event you have already been paid, Parked Close Payments will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.

- Fees, costs and/or expenses associated with a Damage Claim, including any Security Deposit, as set out in the [Parked Close Terms](#). If Parked Close Payments is unable to collect from your Payment Method used to make the booking, you agree that Parked Close Payments may charge any other Payment Method on file in your Parked Close Account at the time of the Damage Claim (unless you have previously removed the authorization to charge such Payment Method(s)). Parked Close Payments also reserves the right to otherwise collect payment from you and pursue any remedies available to Parked Close Payments in this regard in situations in which you are responsible for a Damage Claim pursuant to the [Parked Close Terms](#), including, but not limited to, in relation to any payment requests made by Parking Hosts under the Parked Close Parking Host Guarantee.
- Fees payable by Co-Payers as part of the Group Payment Service by charging any Payment Method on file in your Parked Close Account (unless you have previously removed the authorization to charge such Payment Method(s)), or by withholding such amounts from your future Payouts. Any funds collected by Parked Close Payments will setoff the amount owed by you to Parked Close and extinguish your obligation to Parked Close.

In addition to any amount due as outlined above, if there are delinquent amounts or chargebacks associated with your Payment Method, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.

### **10.3 Refunds**

10.3.1 Any refunds or credits due to a Member pursuant to the [Parked Close Terms](#), [Extenuating Circumstances Policy](#), [Parking Guest Refund Policy](#), and [Experiences Parking Guest Refund Policy](#) will be initiated and remitted by Parked Close Payments in accordance with these Payments Terms.

10.3.2 Parked Close Payments will process refunds immediately, however, the timing to receive any refund will vary based on the Payment Method and any applicable payment system (e.g., Visa, Mastercard, etc.) rules.

### **10.4 Recurring Payments**

10.4.1 For certain bookings (such as for Accommodation Bookings of twenty-eight (28) nights or more), Parked Close Payments may require a Parking Guest to make recurring, incremental payments toward the Total Fees owed ("**Recurring Payments**"). More information on Recurring Payments (including the amount and the frequency of payments) will be made available via the Parked Close Platform if applicable to a booking.

10.4.2 If Recurring Payments apply to a confirmed booking, then the Parking Guest authorizes Parked Close Payments to collect the Total Fees, and the Parking Host agrees that Parked Close Payments will initiate Payouts, in the increments and at the frequency agreed to and identified via the Parked Close Platform.

10.4.3 Parking Guests may stop payment of a Recurring Payment by notifying Parked Close Payments orally or in writing at least three (3) business days before the scheduled date of the payment. Parked Close Payments may require that you give written confirmation of a stop-payment order within fourteen (14) days of an oral notification. If you fail to provide written confirmation within fourteen (14) days as requested, Parked Close Payments is not obligated to honor your request to stop any future Recurring Payments. If you have any questions regarding your Recurring Payments, please contact Parked Close Payments pursuant to Section 27.

### **10.5 Payment Processing Errors**

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payout Method or Payment Method used for the original Payout to or payment by you, so that you end up receiving or paying the correct amount. This may be performed by Parked Close Payments or a third party such as your financial institution.

### **10.6 Collections**

10.6.1 If Parked Close Payments is unable to collect any amounts you owe under these Payments Terms, Parked Close Payments may engage in collection efforts to recover such amounts from you.

10.6.2 Parked Close Payments will deem any owed amounts overdue when: (a) for authorized charges, one hundred and twenty (120) days have elapsed after Parked Close Payments first attempts to charge the Member's Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Parking Host's future Payouts, two hundred and seventy (270) days have elapsed after the adjustment is made to the Parking Host's account or the associated services have been provided, whichever is later.

10.6.3 Parked Close Payments will deem any overdue amounts not collected to be in default when three hundred and sixty five (365) days have elapsed: (a) for authorized charges, after Parked Close Payments first attempts to charge the Member's Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Parking Host's future Payouts, after the adjustment is made to the Parking Host's account or the associated services have been provided, whichever is later.

10.6.4 You hereby explicitly agree that all communication in relation to amounts owed will be made by electronic mail or by phone, as provided to Parked Close and/or Parked Close Payments by you. Such communication may be made by Parked Close, Parked Close Payments, or by anyone on their behalf, including but not limited to a third-party collection agent.

## 11. Security Deposits

11.1 If you as a Parking Guest (i) agree to pay the Parking Host in connection with a Damage Claim, or (ii) Parked Close determines that you are responsible for damaging an Accommodation or any personal or other property located at an Accommodation pursuant to the [Parked Close Terms](#), you authorize Parked Close Payments to charge the Payment Method used to make the booking in order to collect any Security Deposit associated with the Listing, as well as any amount of the Damage Claim exceeding any Security Deposit. If the Listing does not have a Security Deposit, Parked Close Payments may charge the Payment Method used to make the booking for the amount of the Damage Claim. If we are unable to collect from your Payment Method used to make the booking, you agree that Parked Close Payments may charge any other Payment Method on file (and not otherwise unauthorized) in your Parked Close Account at the time of the Damage Claim.

11.2 Parked Close Payments also reserves the right to otherwise collect payment from you and pursue any remedies available to Parked Close Payments in situations in which you are responsible for a Damage Claim pursuant to the [Parked Close Terms](#), including, but not limited to, in relation to any payment requests made by Parking Hosts under the [Parked Close Parking Host Guarantee](#).

## 12. Currency Conversion

Parked Close Payments will process each transaction in the currency the Member selects via the Parked Close Platform. The currencies available to make and receive payments for any given transaction may be limited for regulatory or operational reasons based on factors such as the Member's selected Payment Method or Payout Method and/or the Member's country of residence or Parked Close contracting entity(ies). Any such limitations will be communicated via the Parked Close Platform, and you will be prompted to select a different currency, Payment Method or Payout Method. Note that a Member's third-party payment service provider may impose transaction, currency conversion or other fees based on the currency or Payment Method the Member selects to make or receive payments, and Parked Close Payments is not responsible for any such fees and disclaims all liability in this regard.

## 13. Abandoned Property

If we cannot initiate a Payout, refund, or pay other funds due to you for the relevant period of time set forth by your state, country, or other governing body in its unclaimed property laws, we may process the funds due to you in accordance with our legal obligations, including by submitting such funds to the appropriate governing body as required by law.

## 14. Prohibited Activities

You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Payment Services. In connection with your use

of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third parties, third-party rights, or the [Parked Close Terms, Policies, or Standards](#);
- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Payments Terms;
- register or use any Payment Method or Payout Method with your Parked Close Account that is not yours or you do not have authorization to use;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Parked Close Payments or any of Parked Close Payments' providers or any other third party to protect the Payment Services;
- take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Payment Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Payment Services; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

## 15. Intellectual Property Ownership, Rights Notices

15.1 The Payment Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Payment Services, including all associated intellectual property rights, are the exclusive property of Parked Close, Parked Close Payments and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Payment Services. All trademarks, service marks, logos, trade names, and any other proprietary designations of Parked Close or Parked Close Payments used on or in connection with the Payment Services are trademarks or registered trademarks of Parked Close or Parked Close Payments in the United States and abroad. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with Payment Services are used for identification purposes only and may be the property of their respective owners.

15.2 You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Payment Services, except as expressly permitted in these Payments Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Parked Close, Parked Close Payments, or its licensors, except for the licenses and rights expressly granted in these Payments Terms.

## 16. Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Payment Services ("**Feedback**"). You may submit Feedback by emailing us, through the "Contact" section of the Parked Close Platform, or pursuant to Section 27 ("**Contacting Parked Close Payments**"). Any Feedback you submit to us will be considered

non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## **17. Disclaimers**

**17.1 If you choose to use the Payment Services, you do so voluntarily and at your sole risk. To the maximum extent permitted by law, the Payment Services are provided “as is”, without warranty of any kind, either express or implied.**

**17.2 Notwithstanding Parked Close Payments’ appointment as the limited payment collection agent of Providing Members for the purposes of accepting payments from Purchasing Members through the Parked Close Platform, Parked Close Payments explicitly disclaims all liability for any act or omission of any Member or other third party. Parked Close Payments does not have any duties or obligations as agent for each Providing Member except to the extent expressly set forth in these Payments Terms, and any additional duties or obligations as may be implied by law are, to the maximum extent permitted by applicable law, expressly excluded.**

**17.3 If we choose to conduct identity verification on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.**

**17.4 The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights or warranties which cannot lawfully be excluded. However, the duration of any statutorily required warranties shall be limited to the maximum extent (if any) permitted by law.**

## **18. Liability**

**18.1 Except as provided in Section 18.2, you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Payment Services remains with you. If you permit or authorize another person to use your Parked Close Account in any way, you are responsible for the actions taken by that person. Neither Parked Close Payments nor any other party involved in creating, producing, or delivering the Payment Services will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Payments Terms, (ii) from the use of or inability to use the Payment Services, or (iii) from any communications, interactions, or meetings with other Members or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the Payment Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Parked Close Payments has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have**

failed of its essential purpose. Except for our obligations to pay amounts to applicable Providing Members pursuant to these Payments Terms or an approved payment request under the Parked Close Parking Host Guarantee, in no event will Parked Close Payments' aggregate liability arising out of or in connection with these Payments Terms and your use of the Payment Services including, but not limited to, from your use of or inability to use the Payment Services, exceed the amounts you have paid or owe for bookings via the Parked Close Platform as a Parking Guest in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Parking Host, the amounts paid by Parked Close Payments to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Parked Close Payments and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect Parked Close Payments' liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

18.2 If you reside in the EEA or Australia and contract with Parked Close Payments Australia, Section 18.1 does not apply, and Parked Close Payments is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. Parked Close Payments is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents; such liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of Parked Close Payments in whose proper fulfillment you regularly trust and must trust for the proper execution of the contract. Any additional liability of Parked Close Payments is excluded to the maximum extent allowed by applicable law.

## **19. Indemnification**

To the maximum extent permitted by applicable law, you agree to release, defend (at Parked Close Payments' option), indemnify, and hold Parked Close Payments and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Payments Terms; (ii) your improper use of the Payment Services; (iii) Parked Close Payments' Collection and Remittance of Occupancy Taxes; or (iv) your breach of any laws, regulations, or third-party rights. If your country of residence is in the EEA, the indemnification obligation according to this Section 19 only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

## **20. Termination, Suspension, and other Measures**

20.1 This Agreement will continue unless and until it is terminated, suspended or other measures are taken as described in this Section 20.

20.2 You may terminate this Agreement at any time by sending us an email, or by following the termination procedures specified in the [Parked Close Terms](#). Terminating this Agreement will also serve as notice to cancel your Parked Close Account pursuant to the Parked Close Terms. If you cancel your Parked Close Account as a Parking Host, Parked Close Payments will provide a full refund to any Parking Guests with confirmed booking(s). If you cancel your Parked Close Account as a Parking Guest, Parked Close Payments will initiate a refund for any confirmed booking(s) based on the Listing's cancellation policy.

20.3 Without limiting our rights specified below, Parked Close Payments may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address (or two (2) months' prior notice for Members contracting with Parked Close Payments UK or Parked Close Payments Luxembourg).

20.4 Parked Close Payments may immediately, without notice terminate this Agreement if (i) you have materially breached your obligations under this Agreement; (ii) you have provided inaccurate, fraudulent, outdated, or incomplete information; (iii) you have violated applicable laws, regulations, or third-party rights; or (iv) Parked Close Payments believes in good faith that such action is reasonably necessary to protect other Members, Parked Close, Parked Close Payments, or third parties (for example in the case of fraudulent behavior of a Member).

20.5 In addition, Parked Close Payments may limit or temporarily or permanently suspend your use of or access to the Payment Services (i) to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, or if (ii) you have breached these Payments Terms, the [Parked Close Terms](#), applicable laws, regulations or third-party rights, (iii) you have provided inaccurate, fraudulent, outdated, or incomplete information regarding a Payment Method or Payout Method, (iv) any amounts you owe under these Payments Term are overdue or in default, or (v) Parked Close Payments believes in good faith that such action is reasonably necessary to protect the personal safety or property of Parked Close, its Members, Parked Close Payments, or third parties, or to prevent fraud or other illegal activity.

20.6 In case of non-material breaches and where appropriate, you will be given notice of any measure by Parked Close Payments and an opportunity to resolve the issue to Parked Close Payments' reasonable satisfaction.

20.7 If Parked Close Payments takes any of the measures described in this Section you may appeal such a decision by contacting [customer service](#).

20.8 If you are a Parking Host and we take any of the measures described in this Section we may refund your Parking Guests in full for any and all confirmed bookings, irrespective of preexisting cancellation policies, and you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

20.9 If your access to or use of the Payment Services has been limited or this Agreement has been terminated by us, you may not register a new Parked Close Account or attempt to access and use the Payment Services through other an Parked Close Account of another Member.

20.10 Unless your country of residence is in the EEA, Sections 10 and 15 to 25 of these Payments Terms shall survive any termination or expiration of this Agreement.

## **21. Applicable Law and Jurisdiction**

21.1 If you are contracting with Parked Close Payments US, these Payments Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 23 must be brought in state or federal court in San Francisco, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

21.2 If you are contracting with Parked Close China, these Payments Terms will be governed by and construed in accordance with the laws of China ("**China Laws**"). Any dispute arising from or in connection with these Payments Terms shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which Parked Close Payments may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under China Laws or any other laws that may apply to you. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties.

21.3 If you are contracting with Parked Close Payments UK, these Payments Terms will be interpreted in accordance with English law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, judicial proceedings that you are able to bring against us arising from or in connection with these Payments Terms may only be brought in a court located in England or a court with jurisdiction in your place of residence. If Parked Close Payments wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the English courts.

21.4 If you are contracting with Parked Close Payments Luxembourg, these Payments Terms will be interpreted in accordance with Luxembourg law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, judicial proceedings that you are able to bring against us arising from or in connection with these

Payments Terms may only be brought in a court located in Luxembourg or a court with jurisdiction in your place of residence. If Parked Close Payments wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the Luxembourg courts.

21.5 If you are contracting with Parked Close Payments India, these Payments Terms will be interpreted in accordance with the laws of India. Any dispute arising from or in connection with these Payments Terms shall be submitted to the International Chamber of Commerce (“ICC”) for arbitration in New Delhi, which shall be the seat and venue of arbitration. Such arbitration shall be conducted in accordance with the arbitration rules of the ICC in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which Parked Close Payments may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under the laws of India or any other laws that may apply to you. In the event one or more of the parties to the dispute are non-resident, the parties agree to exclude (for the avoidance of any doubt) the applicability of the provisions of Part I (save and except Section 9, Section 27, Section 37(1)(a) and Section 37(3) thereof) of the Indian Arbitration and Conciliation Act 1996 to any arbitration under this section. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties. Each party shall bear its own costs in relation to the arbitration.

21.6 If you are contracting with Parked Close Payments Australia, these Payments Terms are governed by the laws of the State of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of that State and courts of appeal of that State in respect of any proceedings arising out of or in connection with this Agreement.

## **22. Dispute Resolution and Arbitration Agreement**

22.1 This Dispute Resolution and Arbitration Agreement shall apply if you (i) are contracting with Parked Close Payments US; or (ii) bring any claim against any Parked Close Payments entity in the United States (to the extent not in conflict with Section 21).

*22.2 Overview of Dispute Resolution Process.* Parked Close Payments is committed to participating in a consumer-friendly dispute resolution process. To that end, these Payments Terms provide for a two-part process for individuals to whom Section 22.1 applies: (1) an informal negotiation directly with Parked Close’s customer service team, and (2) a binding arbitration administered by the American Arbitration Association (“AAA”) using its specially designed Consumer Arbitration Rules (as modified by this Section 22 and except as provided in Section 22.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;

- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents; and
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

*22.3 Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and Parked Close Payments each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Parked Close's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at [www.adr.org](http://www.adr.org)) provided to the other party, as specified in the AAA Rules.

**22.4 Agreement to Arbitrate.** You and Parked Close Payments mutually agree that any dispute, claim or controversy arising out of or relating to these Payments Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Payment Services (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Parked Close Payments agree that the arbitrator will decide that issue.

*22.5 Exceptions to Arbitration Agreement.* You and Parked Close Payments each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

*22.6 Arbitration Rules and Governing Law.* This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at [www.adr.org](http://www.adr.org).

*22.7 Modification to AAA Rules - Arbitration Hearing/Location.* In order to make the arbitration most convenient to you, Parked Close Payments agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and Parked Close Payments both

agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

*22.8 Modification of AAA Rules - Attorney's Fees and Costs.* You and Parked Close Payments agree that Parked Close Payments will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Parked Close Payments agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA rules, to recover attorneys' fees and expenses if it prevails in arbitration.

*22.9 Arbitrator's Decision.* The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

**22.10 Jury Trial Waiver.** You and Parked Close Payments acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

**22.11 No Class Actions or Representative Proceedings.** You and Parked Close Payments acknowledge and agree that, to the fullest extent permitted by applicable law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and Parked Close Payments both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 22.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Parked Close Payments agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

*22.12 Severability.* Except as provided in Section 22.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

*22.13 Changes.* Notwithstanding the provisions of Section 3 ("Modification of these Payments Terms"), if Parked Close Payments changes this Section 22 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Payments Terms (or accepted any subsequent changes to these Payments Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Parked Close

Payments' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Parked Close Payments in accordance with the provisions of the "Dispute Resolution" section as of the date you last accepted these Payments Terms (or accepted any subsequent changes to these Payments Terms).

22.14 *Survival*. Except as provided in Section 22.12 and subject to Section 20.8, this Section 22 will survive any termination of these Payments Terms and will continue to apply even if you stop using the Payment Services or terminate your Parked Close Account.

## **23. General Provisions**

23.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines, or standards, these Payments Terms constitute the entire Agreement between Parked Close Payments and you regarding the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Parked Close Payments and you regarding the Payment Services.

23.2 No joint venture, partnership, employment, or agency relationship exists between you or Parked Close Payments as a result of this Agreement or your use of the Payment Services.

23.3 If any provision of these Payments Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

23.4 Parked Close Payments' failure to enforce any right or provision in these Payments Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Payments Terms, the exercise by either party of any of its remedies under these Payments Terms will be without prejudice to its other remedies under these Payments Terms or otherwise permitted under law.

23.5 You may not assign, transfer, or delegate this Agreement and your rights and obligations hereunder without Parked Close Payments' prior written consent. Parked Close Payments may without restriction assign, transfer, or delegate this Agreement and any rights and obligations, at its sole discretion, with thirty (30) days' prior notice (or two (2) months' prior notice for Members contracting with Parked Close Payments UK or Parked Close Payments Luxembourg). Your right to terminate this Agreement at any time remains unaffected.

23.6 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third-party beneficiaries of this Agreement for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to this Agreement.

23.7 Unless specified otherwise, any notices or other communications permitted or required under this Agreement, will be in writing and given by Parked Close Payments via email, Parked Close Platform notification, or messaging service (including SMS and WeChat). For

notices made to Members residing outside of EEA, the date of receipt will be deemed the date on which Parked Close transmits the notice.

23.8 If you are contracting with Parked Close Payments Luxembourg, this Agreement is concluded in the language as applied by the Parked Close Terms of Service and all communication undertaken during this contractual relationship shall be made in that language.

## **24. Additional Clauses for Users Contracting with Parked Close Payments UK**

The following paragraphs will apply if you are contracting with Parked Close Payments UK:

### **24.1 Payment Service User**

24.1.1 The Payment Services include the payment collection service provided to Parking Hosts contracting with Parked Close Payments UK. The payment collection service constitutes a “payment service” regulated under the Payment Services Regulations and for these purposes Parked Close Payments UK treats Parking Hosts as the “payment service user.”

24.1.2 By agreeing to these Payments Terms you as Parking Host have consented to Parked Close Payments UK’s payment of each Payout to your chosen Payout Method. Parking Hosts may change a Payout Method up to one (1) day before the time agreed for the Payout as set out in Section 7.2. Parked Close Payments UK will be deemed to have received the Parking Host’s payment order to the Parking Host on the same date Parked Close Payments UK agrees to initiate the Payout in accordance with Section 7.2.

24.1.3 Parked Close Payments UK will endeavor to ensure that Parking Hosts based in the EEA will receive each Payout by the end of the business day following Parked Close Payments UK’s initiation of the Payout.

24.1.4 *Communication.* Parked Close Payments will provide the Parking Host notice via email when we initiate each Payout. We will also provide notice to a Parking Host’s registered email address if the Payout is returned to us because of an error. It is your responsibility as a Parking Host to ensure that you provide us with a current, accurate, and valid email address.

### **24.2 Resolution Procedures for Diverted Payouts**

24.2.1 If you as a Parking Host believe that a Payout properly due to you has been or may be diverted without your permission (“**Diverted Payout**”) because your password or other credentials to log into your Parked Close Account (“**Credentials**”) are lost or stolen, you should notify Parked Close Payments UK pursuant to Section 27 immediately. As a Parking Host you may be liable for losses relating to any Diverted Payout arising from the use of lost, stolen, or misappropriated Credentials (including the loss of a mobile phone on which you have installed the Application) or where you have failed to keep your Credentials safe, up to a maximum of £50. Provided that you notify us of any Diverted Payout without delay and at the

very latest within 13 months of the date of the payment, you may be entitled to a refund of that payment.

24.2.2 We will not be liable for any loss arising from: (i) Diverted Payouts where you acted fraudulently or where, with intent or gross negligence, you failed to use the Parked Close Platform and/or Payment Services in accordance with the Parked Close Terms or these Payments Terms (including the obligation to keep your Credentials safe); (ii) or any payout transaction which we facilitated in accordance with information provided by you where the information you provided was incorrect.

24.2.3 If you as Parking Host claim not to have received a Payout properly due to you via your chosen Payout Method, Parked Close Payments UK will (if requested) make immediate efforts to trace the payment and will notify you of the outcome. Unless we can prove that the payment was received by you via your chosen Payout Method, we will refund the amount.

24.2.4 Any complaints about the Payment Services should be made to Parked Close Payments UK pursuant to Section 27. Complaints that are made in accordance with this section that relate to the provision of Payment Services by Parked Close Payments UK will be eligible for referral to the Financial Ombudsman and will be subject to the Rules of the Financial Ombudsman Service. The UK Financial Ombudsman Service offer a free complaints resolution service to individuals, micro-enterprises, small charities, and trustees of small trusts. You can contact the UK Financial Ombudsman by (i) telephone from inside the UK: 0300 123 9123 or 0800 023 4567; from other countries: +44 20 7964 0500, on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm; (ii) post: South Quay Plaza, 183 Marsh Wall, London E14 9SR; or (iii) email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk). The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service.

### **24.3 Installment Feature for Users with Brazil As Country of Residence**

Section 8, "**Financial Terms for Parking Guests**", shall be amended by adding the following subsection: "*You acknowledge that if your Parked Close Account is located in Brazil and you are paying by credit card, you may pay for your booking in multiple installments as long as your credit card supports installments and is issued in Brazil. The number of installments may vary, but will be presented to you before you complete your booking transaction. You acknowledge that the Total Fees may be increased when you choose to pay for your booking in installments. Your use of the installment feature is subject to additional terms and conditions imposed by us, as well as terms and conditions imposed by the applicable third-party payment service provider.*"

## **25. Additional Clauses for Users Contracting with Parked Close Payments Luxembourg**

The following paragraphs will apply if you are contracting with Parked Close Payments Luxembourg:

## **25.1 Payment Service User**

25.1.1 The Payment Services include the payment service provided to Parking Hosts contracting with Parked Close Payments Luxembourg. The Payment Services constitute “payment services” regulated under the modified Law of 10 November 2009 on payment services (“**Law of 2009**”) and for these purposes Parked Close Payments Luxembourg treats Parking Hosts as the “payment service user” according to the Law of 2009.

25.1.2 By agreeing to these Payments Terms you as Parking Host have consented to Parked Close Payments Luxembourg’s payment of each Payout to your chosen Payout Method. Parking Hosts may change a Payout Method up to one (1) day before the time agreed for the Payout as set out in Section 7.2. Parked Close Payments Luxembourg will be deemed to have received the Parking Host’s payment order to the Parking Host on the same date Parked Close Payments Luxembourg agrees to initiate the Payout in accordance with Section 7.2.

25.1.3 In the relation between you and Parked Close Payments Luxembourg, the legal provisions relating to the form of and procedure for giving consent to the initiation of a payment order or the execution of a payment transaction and the withdrawal of such consent such as Articles 81 and 93 of the Law 2009 on payment services shall apply at any time.

25.1.4 Parked Close Payments Luxembourg will endeavor to ensure that Parking Hosts based in the EEA will receive each Payout by the end of the business day following Parked Close Payments Luxembourg’s initiation of the Payout.

25.1.5 *Communication.* Parked Close Payments will provide the Parking Host notice via email when we initiate each Payout. We will also provide notice to a Parking Host’s registered email address if the Payout is returned to us because of an error. It is your responsibility as a Parking Host to ensure that you provide us with a current, accurate, and valid email address.

## **25.2 Resolution Procedures for Diverted Payouts**

25.2.1 If you as a Parking Host believe that a Payout is a Diverted Payout because your Credentials are lost or stolen or in case of an unauthorized, incorrectly initiated or incorrectly executed payment transaction, you should notify Parked Close Payments Luxembourg pursuant to Section 27 immediately. As a Parking Host you may be liable for losses relating to any Diverted Payout arising from the use of lost, stolen, or misappropriated Credentials (including the loss of a mobile phone on which you have installed the Application) or where you have failed to keep your Credentials safe, up to a maximum of 50€. Provided that you notify us of any Diverted Payout without delay and at the very latest within 13 months following the debit date, you may be entitled to a refund of that payment.

25.2.2 We will not be liable for any loss arising from: (i) Diverted Payouts where you acted fraudulently or where, with intent or gross negligence, you failed to use the Parked Close Platform and/or Payment Services in accordance with the Parked Close Terms or these Payments Terms (including the obligation to keep your Credentials safe); (ii) or any payout transaction which we facilitated in accordance with information provided by you where the information you provided was incorrect.

25.2.3 If you as Parking Host claim not to have received a Payout properly due to you via your chosen Payout Method, Parked Close Payments Luxembourg will (if requested) make immediate efforts to trace the payment and will notify you of the outcome. Unless we can prove that the payment was received by you via your chosen Payout Method, we will refund the amount.

### **25.3 Out-of-court complaints**

Any complaint, namely relating to any loss, theft, misappropriation or unauthorized use in connection with the Payment Services, or unauthorized or erroneous transactions should be made in writing to Parked Close Payments Luxembourg pursuant to Section 27.

In case you did not receive an answer or a satisfactory answer from Parked Close Payments Luxembourg within one month from the date the complaint was sent, you may file your request with the supervisory authority of Parked Close Payments Luxembourg, the CSSF (as defined in Section 27) within one year after you filed your complaint with Parked Close Payments Luxembourg. The CSSF will act as an out-of-court complaint resolution body. The request must be filed with the CSSF in writing, by post or by fax to the CSSF or by email to the address/number available on the CSSF website, or online on the CSSF website. The request shall be filed in English, French, German or Luxembourgish. The request shall be supported by a statement of the reasons on which it is based together with the following documents:

- a detailed and chronological statement of the facts underlying the complaint and the steps already taken by you;
- a copy of the prior complaint made to Parked Close Payments Luxembourg;
- a copy of the answer to the prior complaint or the confirmation that you did not receive an answer one month after you sent your prior complaint;
- the statement that you did not refer the matter to a court, an arbitrator or another out-of-court complaint resolution body in Luxembourg or abroad;
- your agreement with the request handling conditions of the CSSF as body responsible for the out-of-court resolution of your complaint;
- your express authorisation so that the CSSF can transmit its request (including the attachments) as well as any future correspondence or information to Parked Close Payments Luxembourg;
- in the case where a person acts on your behalf, a document showing that the person is legally entitled to act so; and
- a copy of your valid ID document.

### **25.4. For Parking Guests with France As Country of Residence.**

Notwithstanding anything to the contrary in the Payment Terms, for the avoidance of any doubt, in connection with Parking Guests who reside in France, the Total Fees, installments or periodic payments, including Recurring Payments, collected by Parked Close Payments from such Parking Guest are down payments (“acomptes”) within the meaning of French law.

## **26. Additional Clauses for Users that are Businesses.**

The following paragraphs also apply if you are using the Payment Services as a representative (“**Representative**”) acting on behalf a business, company or other legal entity (in such event, for purposes of the Payment Terms, “you” and “your” will refer and apply to that business, company or other legal entity).

26.1 You accept the Payment Terms and you will be responsible for any act or omission of employees or third-party agents using the Payment Service on your behalf.

26.2 You and your Representative individually affirm that you are authorized to provide the information described in section 6 above and your Representative has the authority to bind you to these Payment Terms. We may require you to provide additional information or documentation demonstrating your Representative’s authority.

26.3 You represent and warrant to us that: (i) you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for receiving the Payment Services; and (ii) you have all requisite right, power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement.

26.4 If you are using your Payment Method for the benefit of your employees or other authorized third-party in connection with Parked Close for Work, as permitted by your account, you authorize Parked Close Payments to charge your Payment Method for bookings requested by employees at your company or other permitted third-party.

26.5 For any Payout Method linked to your Parked Close Account, you authorize Parked Close Payments to store the Payout Method, remit payments using the Payout Method for bookings associated with your Parked Close Account and take any other action as permitted in the Payment Terms in respect of the Payout Method.

26.6 If you handle, store or otherwise process payment card information on behalf of anyone or any third-party, you agree to comply on an ongoing basis with applicable data privacy and security requirements under the current Payment Card Industry Data Security Standard with regards to the use, access, and storage of such credit card information. For additional information, including tools to help you assess your compliance, see <http://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

## **27. Contacting Parked Close Payments**

You may contact Parked Close Payments regarding the Payment Services using the at Crowdsourced Geofencing Solutions, LLC, 5109 S. Tamiami Trail, Sarasota, Florida 34231

# Nondiscrimination Policy

## **Our Commitment to Inclusion and Respect**

Parked Close is, at its core, an open community dedicated to bringing the world closer together by fostering meaningful, shared experiences among people from all parts of the world. Our community includes millions of people from virtually every country on the globe. It is an incredibly diverse community, drawing together individuals of different cultures, values, and norms.

The Parked Close community is committed to building a world where people from every background feel welcome and respected, no matter how far they have traveled from home. This commitment rests on two foundational principles that apply both to Parked Close's Parking Hosts and Parking Guests: **inclusion and respect**. Our shared commitment to these principles enables every member of our community to feel welcome on the Parked Close platform no matter who they are, where they come from, how they worship, or whom they love. Parked Close recognizes that some jurisdictions permit, or require, distinctions among individuals based on factors such as national origin, gender, marital status or sexual orientation, and it does not require Parking Hosts to violate local laws or take actions that may subject them to legal liability. Parked Close will provide additional guidance and adjust this nondiscrimination policy to reflect such permissions and requirements in the jurisdictions where they exist.

While we do not believe that one company can mandate harmony among all people, we do believe that the Parked Close community can promote empathy and understanding across all cultures. We are all committed to doing everything we can to help eliminate all forms of unlawful bias, discrimination, and intolerance from our platform. We want to promote a culture within the Parked Close community—Parking Hosts, Parking Guests and people just considering whether to use our platform—that goes above and beyond mere compliance. To that end, all of us, Parked Close employees, Parking Hosts and Parking Guests alike, agree to read and act in accordance with the following policy to strengthen our community and realize our mission of ensuring that everyone can belong, and feels welcome, anywhere.

- **Inclusion** – We welcome Parking Guests of all backgrounds with authentic hospitality and open minds. Joining Parked Close, as a Parking Host or Parking Guest, means becoming part of a community of inclusion. Bias, prejudice, racism, and hatred have no place on our platform or in our community. While Parking Hosts are required to follow all applicable laws that prohibit discrimination based on such factors as race, religion, national origin, and others listed below, we commit to do more than comply with the minimum requirements established by law.
- **Respect** – We are respectful of each other in our interactions and encounters. Parked Close appreciates that local laws and cultural norms vary around the world and expects Parking Hosts and Parking Guests to abide by local laws, and to engage with each other respectfully, even when views may not reflect their beliefs or upbringings. Parked Close's members bring to our community an incredible diversity of background experiences, beliefs, and customs. By connecting people from different

backgrounds, Parked Close fosters greater understanding and appreciation for the common characteristics shared by all human beings and undermines prejudice rooted in misconception, misinformation, or misunderstanding.

### **Specific Guidance for Parking Hosts in the United States and European Union**

As a general matter, we will familiarize ourselves with all applicable federal, state, and local laws that apply to housing and places of public accommodation. Parking Hosts should contact Parked Close customer service if they have any questions about their obligations to comply with this Parked Close Nondiscrimination Policy. Parked Close will release further discrimination policy guidance for jurisdictions outside the United States in the near future. Guided by these principles, our U.S. and EU Parking Host community will follow these rules when considering potential Parking Guests and hosting Parking Guests:

#### **Race, Color, Ethnicity, National Origin, Religion, Sexual Orientation, Gender Identity, or Marital Status**

- Parked Close Parking Hosts **may not:**
  - Decline a Parking Guest based on race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.
  - Impose any different terms or conditions based on race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.
  - Post any listing or make any statement that discourages or indicates a preference for or against any Parking Guest on account of race, color, ethnicity, national origin, religion, sexual orientation, gender identity, or marital status.

#### **Gender**

- Parked Close Parking Hosts **may not:**
  - Decline to rent to a Parking Guest based on gender unless the Parking Host shares living spaces (for example, bathroom, kitchen, or common areas) with the Parking Guest.
  - Impose any different terms or conditions based on gender unless the Parking Host shares living spaces with the Parking Guest.
  - Post any listing or make any statement that discourages or indicates a preference for or against any Parking Guest on account of gender, unless the Parking Host shares living spaces with the Parking Guest.
- Parked Close Parking Hosts **may:**
  - Make a unit available to Parking Guests of the Parking Host's gender and not the other, where the Parking Host shares living spaces with the Parking Guest.

#### **Disability**

- Parked Close Parking Hosts **may not:**
  - Decline a Parking Guest based on any actual or perceived disability.
  - Impose any different terms or conditions based on the fact that the Parking Guest has a disability.

- Substitute their own judgment about whether a unit meets the needs of a Parking Guest with a disability for that of the prospective Parking Guest.
- Inquire about the existence or severity of a Parking Guest's disability, or the means used to accommodate any disability. If, however, a potential Parking Guest raises his or her disability, a Parking Host may, and should, discuss with the potential Parking Guest whether the listing meets the potential Parking Guest's needs.
- Prohibit or limit the use of mobility devices.
- Charge more in rent or other fees for Parking Guests with disabilities.
- Post any listing or make any statement that discourages or indicates a preference for or against any Parking Guest on account of the fact that the Parking Guest has a disability.
- Refuse to communicate with Parking Guests through accessible means that are available, including relay operators (for people with hearing impairments) and e-mail (for people with vision impairments using screen readers).
- Refuse to provide reasonable accommodations, including flexibility when Parking Guests with disabilities request modest changes in your house rules, such as bringing an assistance animal that is necessary because of the disability, or using an available parking space near the unit. When a Parking Guest requests such an accommodation, the Parking Host and the Parking Guest should engage in a dialogue to explore mutually agreeable ways to ensure the unit meets the Parking Guest's needs.
- Parked Close Parking Hosts **may**:
  - Provide factually accurate information about the unit's accessibility features (or lack of them), allowing for Parking Guests with disabilities to assess for themselves whether the unit is appropriate to their individual needs.

### **Personal Preferences**

- Parked Close Parking Hosts **may**:
  - Except as noted above, Parked Close Parking Hosts may decline to rent based on factors that are not prohibited by law. For example, except where prohibited by law, Parked Close Parking Hosts may decline to rent Parking Guests with pets, or to Parking Guests who smoke.
  - Require Parking Guests to respect restrictions on foods consumed in the listing (e.g., a Parking Host who maintains a Kosher or vegetarian kitchen may require Parking Guests to respect those restrictions).
  - Nothing in this policy prevents a Parking Host from turning down a Parking Guest on the basis of a characteristic that is not protected under the civil rights laws or closely associated with a protected class. For example, an Parked Close Parking Host may turn down a Parking Guest who wants to smoke in a unit, or place limits on the number of Parking Guests in a unit.

**When Parking Guests are turned down.** Parking Hosts should keep in mind that no one likes to be turned down. While a Parking Host may have, and articulate, lawful and legitimate reasons for turning down a potential Parking Guest, it may cause that member of our

community to feel unwelcome or excluded. Parking Hosts should make every effort to be welcoming to Parking Guests of all backgrounds. Parking Hosts who demonstrate a pattern of rejecting Parking Guests from a protected class (even while articulating legitimate reasons), undermine the strength of our community by making potential Parking Guests feel unwelcome, and Parked Close may suspend Parking Hosts who have demonstrated such a pattern from the Parked Close platform.

### **Specific Guidance for Parking Hosts Outside the United States and European Union**

Outside of the United States and the European Union, some countries or communities may allow or even require people to make accommodation distinctions based on, for example, marital status, national origin, gender or sexual orientation, in violation of our general nondiscrimination philosophy. In these cases, we do not require Parking Hosts to violate local laws, nor to accept Parking Guests that could expose the Parking Hosts to a real and demonstrable risk of arrest, or physical harm to their persons or property. Parking Hosts who live in such areas should set out any such restriction on their ability to Parking Host particular Parking Guests in their listing, so that prospective Parking Guests are aware of the issue and Parked Close can confirm the necessity for such an action. In communicating any such restrictions, we expect Parking Hosts to use clear, factual, non-derogatory terms. Slurs and insults have no place on our platform or in our community.

### **What happens when a Parking Host does not comply with our policies in this area?**

If a particular listing contains language contrary to this nondiscrimination policy, the Parking Host will be asked to remove the language and affirm his or her understanding and intent to comply with this policy and its underlying principles. Parked Close may also, in its discretion, take steps up to and including suspending the Parking Host from the Parked Close platform.

If the Parking Host improperly rejects Parking Guests on the basis of protected class, or uses language demonstrating that his or her actions were motivated by factors prohibited by this policy, Parked Close will take steps to enforce this policy, up to and including suspending the Parking Host from the platform.

As the Parked Close community grows, we will continue to ensure that Parked Close's policies and practices align with our most important goal: To ensure that Parking Guests and Parking Hosts feel welcome and respected in all of their interactions using the Parked Close platform. The public, our community, and we ourselves, expect no less than this.

# Parked Close Parking Guest Refund Policy

Effective as of: December 15, 2019

These terms and conditions govern Parked Close's policy for Parking Guest refunds ("**Parking Guest Refund Policy**") and the obligations of the Parking Host associated with the Parking Guest Refund Policy. The Parking Guest Refund Policy applies in addition to [Parked Close's Terms of Service](#) ("**Parked Close Terms**"). The Parking Guest Refund Policy is available to Parking Guests who book and pay for an Accommodation through the Parked Close Platform and suffer a Travel Issue (as defined below). This policy does not apply to refunds for Luxe Bookings (as defined in the [Parked Close Luxe Parking Guest Refund Policy](#)). The Parking Guest's rights under this Parking Guest Refund Policy will supersede the Parking Host's cancellation policy.

All capitalized terms shall have the meaning set forth in the [Parked Close Terms](#) or [Payments Terms](#) unless otherwise defined in this Parking Guest Refund Policy.

**By using the Parked Close Platform as a Parking Host or Parking Guest, you are indicating that you have read and that you understand and agree to be bound by this Parking Guest Refund Policy.**

## 1. Travel Issue

A "Travel Issue" means any one of the following:

(a) the Parking Host of the Accommodation (i) cancels a booking shortly before the scheduled start of the booking, or (ii) fails to provide the Parking Guest with the reasonable ability to access the Accommodation (e.g. does not provide the keys and/or a security code).

(b) the Listing's description or depiction of the Accommodation is materially inaccurate with respect to:

- the size of the Accommodation (e.g., number and size of the bedroom, bathroom and/or kitchen or other rooms),
- whether the booking for the Accommodation is for an entire home, private room or shared room, and whether another party, including the Parking Host, is staying at the Accommodation during the booking,
- special amenities or features represented in the Listing are not provided or do not function, such as decks, pools, hot tubs, bathrooms (toilet/shower/bathtub), kitchen (sink/stove/refrigerator or major other appliances), and electrical, heating or air conditioning systems, or
- the physical location of the Accommodation (proximity).

(c) at the start of the Parking Guest's booking, the Accommodation: (i) is not generally clean and sanitary (including unclean bedding and/or bathroom towels); (ii) contains safety or health hazards that would be reasonably expected to adversely affect the Parking Guest's stay at the Accommodation in Parked Close's judgment, or (iii) has vermin or contains pets not disclosed in the Listing.

What qualifies as a Travel Issue is described in more detail in the [Parking Guest Refund Policy Help Center article](#).

## 2. The Parking Guest Refund Policy

If you are a Parking Guest and suffer a Travel Issue, you are covered by this policy as follows:

**Up to 24 hours after check-in.** If you report a Travel Issue up to 24 hours after check-in, we agree, at our discretion, to either (i) reimburse you the amount paid by you through the Parked Close Platform ("**Total Fees**"), or (ii) use our reasonable efforts to help you find and book for any unused nights left in your booking another Accommodation which is reasonably comparable to or better than the Accommodation described in your original booking in terms of size, rooms, features and quality. Parked Close shall decide whether an issue reported by a Parking Guest qualifies as a Travel Issue, whether to reimburse or rebook a Parking Guest who suffers a Travel Issue, and whether an alternate Accommodation is comparable or better.

**More than 24 hours after check-in.** If you report a Travel Issue more than 24 hours after check-in, we agree, at our discretion, to either (i) reimburse you up to the Total Fees depending on the nature of the Travel Issue suffered, or (ii) use our reasonable efforts to help you find and book another Accommodation for any unused nights left in your booking which is reasonably comparable to the Accommodation described in your original booking in terms of size, rooms, features and quality.

Parked Close's decisions under the Parking Guest Refund Policy are final and binding on Parking Guests and Parking Hosts but do not affect other contractual or statutory rights you may have. Any right that you may have to initiate legal action remains unaffected.

## 3. Conditions for making a Claim

To submit a valid claim for a Travel Issue and receive the benefits with respect to your booking, you are required to meet each of the following conditions:

- (a) you must be the Parking Guest that booked the Accommodation;
- (b) you must report the Travel Issue to us [in writing](#) or via telephone within 24 hours of discovering the existence of the Travel Issue, and you must provide us with information (including photographs, videos, or other written or tangible evidence) about the Accommodation and the circumstances of the Travel Issue;
- (c) you must respond to any requests by us for additional information or cooperation on the Travel Issue within the time specified by Parked Close;

(d) you must not have directly or indirectly caused the Travel Issue (through your action, omission or negligence);

(e) unless otherwise specified by Parked Close or Parked Close advises you that the Travel Issue cannot be remediated, you must use reasonable efforts to try to remedy the circumstances of the Travel Issue with the Parking Host; and

(f) in order to receive a reimbursement of Total Fees or assistance with booking an alternative Accommodation, you must agree to vacate the Accommodation. If you choose to stay in the Accommodation, you may still qualify for a partial refund at Parked Close's discretion as described in this policy (regardless of whether you reported the Travel Issue up to 24 hours after check-in).

## **4. Minimum Quality Standards, Parking Host Responsibilities and Reimbursement to Parking Guest**

4.1 If you are a Parking Host, you are responsible for ensuring that the Accommodations you list on the Parked Close Platform are accessible, adequately and accurately described in the Listing description, safe and clean, and do not present a Parking Guest with Travel Issues, as specified in these terms and in the [Parking Guest Refund Policy Help Center article](#). During a Parking Guest's stay at an Accommodation, Parking Hosts should be available, or make a third-party available, in order to try, in good faith, to resolve any Travel Issues or other Parking Guest issues.

4.2 If you are a Parking Host, and if (i) Parked Close determines that a Parking Guest has suffered a Travel Issue related to an Accommodation listed by you and (ii) Parked Close either reimburses that Parking Guest (up to their Total Fees) or provides an alternative Accommodation to the Parking Guest, you agree to reimburse Parked Close up to the amount paid by Parked Close within 30 days of Parked Close's request. If the Parking Guest is relocated to an alternative Accommodation, you also agree to reimburse Parked Close for reasonable additional costs incurred to relocate the Parking Guest. You authorize Parked Close Payments to collect any amounts owed to Parked Close by reducing your Payout or as otherwise permitted pursuant to the Payments Terms.

4.3 As a Parking Host, you understand that the rights of Parking Guests under this Parking Guest Refund Policy will supersede your selected cancellation policy. If you dispute the Travel Issue, you may [notify us in writing](#) or via telephone and provide us with information (including photographs or other evidence) disputing the claims regarding the Travel Issue. In order to dispute a Travel Issue, you must use reasonable and good faith efforts to try to remedy any Travel Issue with the Parking Guest unless Parked Close advises you that the Travel Issue cannot be remediated or the Parking Guest has vacated the Accommodation.

## **5. General Provisions**

5.1 No Assignment/No Insurance. This Parking Guest Refund Policy is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not

take the place of insurance obtained or obtainable by the Parking Guest, and the Parking Guest has not paid any premium in respect of the Parking Guest Refund Policy. The benefits provided under this Parking Guest Refund Policy are not assignable or transferable by you.

5.2 Modification or Termination. Parked Close reserves the right to modify or terminate this Parking Guest Refund Policy, at any time, in its sole discretion. If Parked Close modifies this Parking Guest Refund Policy, we will post the modification on the Parked Close Platform or provide you with notice of the modification and Parked Close will continue to process all claims for Travel Issues made prior to the effective date of the modification according to the then applicable policy.

5.3 Entire Agreement. This Parking Guest Refund Policy constitutes the entire and exclusive understanding and agreement between Parked Close and you regarding the Parking Guest Refund Policy and supersedes and replaces any and all prior oral or written understandings or agreements between Parked Close and you regarding the Parking Guest Refund Policy.

**6. Contacting Parked Close.** If you have any questions about the Parking Guest Refund Policy, please [email us](#).

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