

Parking Management Company Terms of Service

Last update December 19, 2025

These Terms of Service (“**Terms**”) govern the access or use by you, an individual, and others acting under your direction or control (collectively, “**you**,”), of websites, Site Content (as defined below), mobile and other applications, products, Parking Spaces (defined below) and our other services (together, the “**Services**”) made available by Parking Management Company LLC and its affiliates (collectively, “**PMC**,” “**we**,” “**our**,” or “**us**”). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

By accessing, viewing, or using the Services, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them, whether or not you become a registered user of the Services. This establishes a contractual relationship between you and us. If you do not agree to these Terms, or if you are under 18 years of age, you may not access or use the Services.

These Terms expressly supersede prior agreements or arrangements with you. We may amend the Terms related to the Services from time to time. Amendments will be effective upon the posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. We may immediately terminate these Terms or any Services with respect to you or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. In these Terms, the words “including” and “include” mean “including, but not limited to.”

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Our collection and use of personal information in connection with the Services is as provided in our [Privacy Policy](#), which is incorporated into, and made a part of, these Terms.

Be safe, please do not access or use our website or applications while you are driving!

1. Eligibility for Services.

To be eligible for the Services, you must be at least 18 years old. By using the Services, you represent and warrant that you are at least 18 years old. Otherwise, you’re not permitted to use the Services. We reserve the right to refuse to offer the Services to any person or entity and change eligibility criteria anytime. You are responsible for complying with all applicable laws, which may change from time to time without notice. The Services are offered for your personal use only and may not be used for commercial purpose or for profit.

2. Parking Space Services.

In order to reserve a parking space operated or managed by us or offered through our Marketplace (defined below) (“**Parking Space**”), you will be required to register an account with us. These Terms apply to all users of the Services regardless of how you access or use the Services. Failure to use the Services in accordance with these Terms may subject you to severe civil and criminal penalties.

OUR SERVICES MAY BE USED BY YOU TO SCHEDULE AND RESERVE PARKING SPACES, BUT YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY OTHER INDIVIDUALS OR VEHICLES THROUGH THE USE OF THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

WE DO NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF OTHER USERS OF THE SERVICES. WE WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND ANOTHER USER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO SITUATIONS INVOLVING OTHER USERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF SERVICES IS AT YOUR OWN RISK AND JUDGMENT. WE SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH OTHER USERS.

In certain circumstances, PMC may decide, in its sole discretion, that it is necessary to cancel a confirmed parking reservation and make appropriate refund and payout decisions. This may be (i) where PMC believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to PMC, other users, third parties or property, or (ii) for any of the reasons set out in these Terms.

PMC assumes no responsibility for nor shall it facilitate in any way the resolution of claims by and among users. Any and all such claims shall be governed, where applicable, by applicable law or regulation, or as between each user, by the terms of the agreement between such parties.

a. Marketplace Services

PMC may offer an online marketplace (the “**Marketplace**”) that enables users (“**Parking Space Providers**”) to publish listings of Parking Spaces for reservation (“**Provider Services**”) and to communicate and transact directly with other users (“**Parkers**”) that are seeking to book such Parking Spaces.

PMC does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Parking Space Provider Services. Parking Space Providers alone are responsible for their Provider Services and for any listings on the Marketing Place for such Provider Services (“**Marketplace Listings**”). When Parkers and Parking Space Providers make or accept a booking through the Marketplace, they are entering into a contract directly with each other. PMC is not and does not become a party to or other participant in any contractual relationship between Parkers and Parking

Space Providers. PMC is not acting as an agent in any capacity for any Parker or Parking Space Provider, except as specified in the “Payment” section below.

Parking Space Providers and Parkers are responsible for any modifications to a booking that they make via the Marketplace, and agree to pay any additional charges, Fees (as defined below), taxes, and any other costs associated with such modifications.

PMC has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Marketplace Listings or Provider Services, (ii) the truth or accuracy of any Marketplace Listing descriptions ratings, reviews, or any other User Content (as defined below), or (iii) the performance or conduct of any User or third party. **If you proceed with using the Marketplace and either performing or receiving Provider Services you proceed at its own peril and affirmatively assumes (by virtue of accepting these Terms) and any and all risks that may arise (whether foreseeable or unforeseeable).** PMC does not endorse any Parker, Parking Space Provider, Marketplace Listing or Provider Services. Any such description is not an endorsement, certification or guarantee by PMC about any user, including the user’s identity or background or whether the user is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to use Provider Services, accept a booking request from a Parker, or communicate and interact with other Users, whether online or in person.

Upon completion of a reservation for a Marketplace Listing through the Marketplace a legally binding agreement is formed between the Parker and the Parking Space Provider, subject to any additional terms and conditions of the Parking Space Provider that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Marketplace Listing.

If you choose to use the Marketplace as a Parking Space Provider, your relationship with PMC is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of PMC 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 PMC.

To promote the Marketplace and to increase the exposure of Marketplace Listings to potential Parkers, Marketplace Listings and other User Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements.

b. Terms Applicable to Parkers for Parking Space and Marketplace Services.

You acknowledge and agree that you are responsible for the actions or inactions of any person you allow to drive the vehicle to or from the Parking Space and or accompany you in the vehicle.

You warrant that you will not utilize the Services (other than a Parking Space) while driving. You warrant that you will drive responsibly and comply with local traffic laws, applicable Parking Space rules, and will only utilize the Services in a safe situation such as when the vehicle is parked.

You understand that a confirmed reservation of a Parking Space is a limited license granted to you by the Parking Space Provider to enter, occupy and use the Parking Space for the limited purpose

of parking a vehicle in the Parking Space during the applicable time (only where and to the extent permitted by applicable law). If your vehicle remains on the premises past the conclusion of the reservation without the Parking Space Provider's consent, you no longer has a license to permit your vehicle to be parked in the Parking Space and the Parking Space Provider, and/or PMC is entitled to remove your vehicle in accordance with applicable law, including without limitation towing your vehicle at your cost.

You are responsible for your safety and the safety of your vehicle during the time the your using the Parking Space or area around the Parking Space, except as otherwise provided herein. You acknowledge and agree that the Parking Space is someone else's property and you will not access any other part of the property to which the Parking Space is attached, except as reasonably required to access the Parking Space.

You are responsible for obtaining and maintaining vehicle insurance that meets or exceeds the requirements of applicable laws and any applicable vehicle lease or other agreements. No vehicle or other insurance of any kind is provided by PMC or owner of the Parking Space and/or the Parking Space Provider.

You are responsible for returning the Parking Space and surrounding area to Parking Space Provider and PMC as you found it, excluding normal wear and tear. You will indemnify and hold harmless Parking Space Provider and PMC against all loss, liability, damages, costs and expenses arising out of your use of the Parking Space and surrounding area, except to the extent that such loss, liability, damages, costs or expenses are caused by the negligent acts or omissions of Parking Space Provider and/or PMC.

You will not allow any other person or vehicle to occupy the Parking Space at any time during the reservation period. If anyone other than you attempts to use the Parking Space, or if anyone attempts to park a different vehicle in the Parking Space during the reservation period, Parking Space Provider and PMC have the right to refuse access to the individual and the vehicle.

You will: (i) park the vehicle in the Parking Space without obstructing any adjoining or nearby parking spaces or property; (ii) immediately notify Parking Space Provider and/or PMC of any damage to the Parking Space, any person, or any other vehicles or property that occurs during the reservation period; (iii) not do anything which is a nuisance, annoyance, inconvenience or disturbance to Parking Space Provider or to the owner or occupier of neighboring property; (iv) not conduct any illegal or immoral activity on or from the Parking Space; and (v) not use the Parking Space for any purpose other than for parking. You agree and acknowledge that the Parking Spaces are for personal use only, and that by reserving a Parking Space you do not acquire any rights to the Parking Space other than its short-term use. In no event are you permitted to sublease, rent, permit access to, or otherwise receive any commercial gain from the Parking Space or permit any other person, vehicle or property to utilize the Parking Space.

c. Marketplace Terms Applicable to Parking Service Providers

When creating a Marketplace Listing through the Marketplace Parking Service, you must (i) provide complete and accurate information about your Marketplace Listing (such as listing

description, location, and calendar availability), (ii) disclose any deficiencies, restrictions, and requirements that apply and (iii) provide any other pertinent information requested by PMC. You are responsible for keeping your Marketplace Listing information (including calendar availability) up-to-date at all times.

You are solely responsible for setting a price (including any taxes if applicable) for your Marketplace Listing (“**Listing Fee**”). Once a Parker requests a booking of your Marketplace Listing, you may not request that the you pay a higher price than on the booking request.

Any terms and conditions included in the Marketplace Listing, in particular in relation to cancellations, must not conflict with these Terms or the cancellation or refund policies you have selected for its Marketplace Listing.

Pictures, animations or videos (collectively, “**Images**”) used in the Marketplace Listings must accurately reflect the quality and condition of your Marketplace Listing. PMC reserves the right to require that Marketplace Listings have a minimum number of Images of a certain format, size and resolution.

The placement and ranking of Marketplace Listings in search results on the Marketplace may vary and depend on a variety of factors, such as Parker search parameters and preferences, your requirements, price and calendar availability, number and quality of Images, customer service and cancellation history, reviews, ratings, and/or ease of booking.

When you accept or pre-approve a booking request by a Parker, you are entering into a legally binding agreement with the Parker and you are required to provide the Marketplace Listing to the Parker as described in the Marketplace Listing when the booking request is made. Your failure to provide adequate provisions for each Parker that books a Marketplace Listing with you constitutes a breach of (A) your agreement with each Parker for whom you fail to provide such provisions, and (B) these Terms, for which remedy may include any and all legal remedies available to PMC, including without limitation the cancellation of your account.

You are responsible for obtaining appropriate insurance and for reviewing its insurance policy carefully, and ensuring 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 such insurance policy will cover the actions or inactions of Parkers (and the individuals the Parker has booked for, if applicable) while staying at your property or otherwise providing Provider Services.

You represent and warrant that any Marketplace Listing you post and the booking of that Parking Space will not (I) not breach any agreements you have entered into with any third parties, such as homeowners association, condominium, or other agreements, and (II) comply with all applicable laws (such as zoning laws), tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). You responsible for your acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise present at your property at your request or invitation.

By agreeing to list your Parking Space on the Marketplace for potential booking by a Parker, you represent and warrant to PMC and its agents, employees, officers, directors, subsidiaries, parent companies and affiliates, as applicable, that your property, including the Parking Space complies in all material respects with the applicable provisions of municipal, state, and federal law concerning accommodations for accessible parking, including without limitation the provisions of (to the extent applicable) the Americans with Disabilities Act (“**Public Accommodation Laws**”). You acknowledge that PMC assumes no liability for ensuring compliance with Public Accommodation Laws by you with respect to your property. You shall indemnify and hold harmless PMC, owners, partners, subsidiaries, officers, each of such person’s or entities’ directors, employees, contractors, agents, licensors and suppliers, from and against any and all claims of any type, including claims made by governmental entities, relating to or arising from in any way the breach of, or an alleged breach of, Parking Accommodation Laws.

2. Valet Parking Services.

WITH RESPECT TO VALET SERVICES, PMC AND YOU AGREE AS FOLLOWS:

- a. YOU SHALL INSPECT THEIR VEHICLE FOR DAMAGE OR LOSS BEFORE DEPARTING VALET;**
- b. YOU SHALL REPORT AND ITEMIZE IN WRITING ANY CLAIM OF DAMAGE OR LOSS BEFORE DEPARTING VALET – FAILURE TO DO SO IS AN IRREVOCABLE WAIVER OF ALL SUCH CLAIMS.**
- c. YOU EXPRESSLY AGREE PMC HAS NO LIABILITY FOR ANY OF THE FOLLOWING:**
 - i. DAMAGE BY FIRE, ACTS OF GOD, OR OTHER CASUALTY;**
 - ii. DAMAGE CAUSED BY DEFECTS IN THE VEHICLE INCLUDING, BUT NOT LIMITED TO, PARTS AND BRAKES;**
 - iii. LOSS OF ANY ARTICLES, MONEY, NEGOTIABLE INSTRUMENTS OR JEWELRY LEFT IN THE VEHICLE; PMC DOES NOT ACCEPT ANY SUCH ARTICLES AND NO BAILMENT FOR SUCH ARTICLES SHALL BE CREATED;**
 - iv. DAMAGE OR LOSS CAUSED BY CRIMINAL ACTS OF THIRD PARTIES;**
 - v. REPLACEMENT OF ANY KEYS OR RELATED ITEMS OTHER THAN THOSE REQUIRED BY PMC FOR THE OPERATION OF THE VEHICLE;**
 - vi. ANY DAMAGES CAUSED BY VEHICLES EQUIPPED WITH HANDICAPPED CONTROLS OR ADDITIONAL CONTROLS AS THESE VEHICLES ARE NOT ACCEPTED FOR VALET PARKING.**
- d. IN NO EVENT SHALL PMC BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE AND LOSS OF VALUE; YOU EXPRESSLY WAIVE ANY RIGHT TO RECOVERY FOR THESE DAMAGES.**

- e. **THIS AGREEMENT CANNOT BE ASSIGNED. THIS AGREEMENT CANNOT BE MODIFIED BY AN EMPLOYEE OF PMC.**
- f. **NO VEHICLE WILL BE RELEASED TO YOU WITHOUT THE SPECIFIC CLAIM CHECK FOR THAT VEHICLE.**

3. Registration.

In order to access certain content or use the Services, including, where available, to receive text messages and/or email alerts, you may be asked to register and create an account. As part of the registration process, you will be asked to select a login and password. You may be required to provide the PMC with certain information about yourself including some types of personally identifying information such as your name, email address, phone number, license plate number, and preferred payment method. By registering and creating an account, you represent and warrant that: (a) you are using your actual identity; (b) you have provided only true, accurate, current and complete information; and (c) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete.

You are not permitted to do any of the following: (i) select or use a name of another person with the intent to impersonate that person; (ii) use a name subject to any rights of a person other than you without appropriate authorization; or (iii) use a name that is otherwise offensive, vulgar or obscene. Do not use another person's information for the Services without permission, or publish, distribute or post your information publicly. We are not liable to you for any unauthorized disclosures of your information.

If you wish to cancel your account, or if you become aware of any loss, theft or unauthorized use of a username or password, please notify us immediately. We reserve the right to delete or change any username or password at any time and for any reason. You are fully responsible for your account, including use of the account by any third-party and maintaining the confidentiality and security of your account credentials, and we shall not be liable for your failure to meet these responsibilities.

4. Text Messages.

By registering with our Services and providing your telephone number, you consent to receiving text (SMS) messages and/or push notifications through our mobile text message program ("**Program**") from or on behalf of us and/or our partners and suppliers, including messages using automated technology or chatbots. Such messages may be Service-related or contain information regarding services that may be of interest to you, including parking expiration reminders and valet-related Services. You do not need to provide this consent to purchase any of our Services. However, you acknowledge that opting out of receiving text (SMS) messages may impact your experience with the Services that rely on communications via text (SMS) messages. Data obtained from you in connection with text messages may include your telephone number, your mobile carrier's name, and details of the message (date, time, and content). We may use this information to contact you in accordance with these Terms and to provide the Services you request. You may opt-out of receiving text (SMS) messages from us by replying "QUIT" or contacting us as set forth

in these Terms. If you are experiencing issues with the text messaging program you can get help directly at termsofuse@parkingmgt.com.

Frequency of text messages and notifications will vary depending upon the Services you receive and your transactions with us. You represent and warrant that you are the account holder for the mobile telephone number(s) that you provide to opt in to receive text messages from us, and you are responsible for immediately notifying us if you change your mobile telephone number.

We, or any mobile telephone carriers, are not liable for any delayed or undelivered text messages. Message and data rates may apply to each text message sent to you from us and to us from you, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for details about available plans). Applicable roaming charges, message and data rates may apply. Text messaging and the Services provided by us are intended only for residents of the United States, and the text messages functionality described herein may not be available on all United States mobile telephone carriers. Text messages are unencrypted, and you understand and agree that unencrypted messaging, including texting to a cell phone, may be intercepted, received by unintended parties, and stored or archived by service providers and system operators without your knowledge or authorization. If you have any questions regarding our privacy practices, please read our [Privacy Policy](#).

You agree to indemnify us and any third parties texting on our behalf in full for all claims, expenses, and damages related to or caused, in whole or in part, by your failure to immediately notify us if you change your telephone number, including but not limited to any and all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act. Your receipt of text messages from us may be terminated at any time in the event we believe you are in breach of these Terms or if your mobile telephone service lapses or terminates. We reserve the right to modify or discontinue, temporarily or permanently, the provision of text messaging related to our Services at any time, with or without notice to you.

5. Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and applications and any updates thereto. We do not guarantee that the Services, or any portion thereof, will function on any particular system, hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

6. Promotional Codes.

We may, in our sole discretion, create promotional codes that may be redeemed for account credit or other features or benefits related to the Services, subject to terms that we establish on a per promotional code basis ("**Promo Codes**"). You agree that Promo Codes: (a) must be used by the intended audience, for the intended purpose, and in a lawful manner; (b) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly

permitted by us; (c) may be disabled by us at any time for any reason without liability to us; (d) may only be used pursuant to the specific terms that we establish for such Promo Code; (e) are not valid for cash; and (f) may expire prior to your use. We reserve the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that we determine or reasonably believe that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

7. User Content.

We welcome comments about our Services, and we may allow you to provide feedback, suggestions, and ideas about our products and services (“**Feedback**”). You hereby assign all rights, title, and interests, including all copyright, patent and trade dress rights, in and to such Feedback to us.

Either at present or in the future the Services may permit you to provide data, content, information, text, files, graphics, messages, file parking-related claims, and other materials to us or otherwise in connection with the Services, including in connection with account registration or otherwise for upload, access, use, and commentary by other users of the Services (“**User Content**”).

Some User Content may be publicly posted or privately transmitted. User Content is the sole responsibility of the originator. Sometimes, you may delete or remove your User Content, either yourself or through a request made through our website. When your User Content is deleted, it will be removed from the Services, but it may persist in backup or operational copies for a reasonable period of time (but will not, following removal, be shared with others, except as permitted or required by law, through a change in control of PMC, or as otherwise provided in the [Privacy Policy](#)).

We are not responsible for anything another user posts on the Services. You acknowledge and agree that we do not have an obligation to monitor your access to or use of the Services or communications or data transmitted through the Services. However, we reserve the right to (a) remove, edit or modify any User Content whenever we want without notice to you for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content, or if we are concerned that you may have violated these Terms), or for no reason at all, and (b) to remove or block any User Content from the Services. We can, but we are under no obligation to, act on any User Content, including without limitation, by submitting any to law enforcement or other governmental authorities.

We may offer the ability to rate or review Parking Space Providers. Any ratings or reviews reflect the opinions of individual users and do not reflect the opinions of PMC. Rating and reviews are not verified by us for accuracy and may be incorrect or misleading. You must ensure that your ratings and reviews are fair, truthful, and factual, and do not contain any offensive or defamatory language. You shall not the Ratings and Reviews system in any manner

User Content may include parking-related claims filed by you or a third-party through our Services. We shall have no liability for such claim, and we provide no guarantees that such claim

will be successfully resolved by your submission of such claim through our Services. By submitting a claim to us, this does not make us party to any claim you may have against another third-party, and we are under no obligation to provide assistance related to such claim.

8. Site Content; License Grants; Reservation of Rights.

As used herein, “**Site Content**” includes parking rental space or valet services information, location information, videos, audio clips, written posts and comments, information, data, text, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services.

You do not acquire any ownership interest in the Services under these Terms, or any other rights thereto, other than the non-exclusive, non-sublicensable and non-transferable limited right to use the Services solely for personal, non-commercial purposes, subject to all of the terms and conditions under these Terms. We are the sole and exclusive owner of the Services, and we reserve and shall retain our entire rights, title, and interests in and to the Services and all Site Content therein, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein or relating thereto, except for the limited rights granted to you under this Section.

We make no representations that materials, including without limitation Site Content or User Content, on the Services are appropriate or available for use at locations outside of the United States. A reference to a product or service on the Services does not imply that such product or service is or will be available at your location. The Site Content, including advertising content, is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. If you access the Services from a location outside of the United States, you are responsible for compliance with all local laws and regulations.

By submitting User Content through the Services or otherwise providing to PMC, you grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to access, use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, sublicense, permit others to access, use, distribute, perform, reproduce, display, modify and create derivative works based upon the User Content, and otherwise fully exploit the User Content in connection with the Services and our business, including without limitation for promoting and redistributing part or all of the Services in any media formats and through any media channels (including, without limitation, APIs, third-party websites and feeds) all without any compensation to you whatsoever. You represent and warrant that you have all rights to grant such license to us without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

You shall ensure that you are entitled to transfer any and all relevant personal data to us so that we may lawfully use, process and transfer the personal data in accordance with these Terms, and you shall be solely responsible and liable for ensuring that any relevant third parties have given their consent to such use, processing, and transfer as required by all applicable laws including data protection legislation. You acknowledge and agree that we shall be entitled to: (a) collect, access, modify, distribute, audit, reproduce, delete, or remove any User Content freely to the extent

necessary or reasonable including, for example, to: (i) protect you; (ii) provide, protect, and improve our or any of our third-party service provider's products and services (including to detect or address fraud, security, or technical issues or to provide user support); (iii) protect the integrity of any data we hold; and (iv) ensure its and your compliance with these Terms and any applicable laws or regulations; (b) disclose such data and information if required by law, to enforce these Terms, or to protect our rights or interests or those of our other customers; and (c) use cookies on the Services. We also have the right to de-identify and/or aggregate the User Content and may use such de-identified and/or aggregated data for any lawful purpose.

9. Payment; Subscriptions.

a. Parking Space or Valet Charges. This Section 10(a) applies to the extent you park in an applicable Parking Space, purchase or otherwise sign up to receive Parking Space services or Valet services from us. You understand and agree that use of the Parking Space or receipt of Valet services will result in payments owed by you for the reservation of Parking Spaces or receipt of Valet services from PMC. When you use the Parking Space Services, Marketplace Services as a Parker, or Valet Services, we will facilitate and collect (through a third-party) payment of the applicable charges ("**Charges**") on behalf of the Parking Space Provider, as the Parking Space Provider's limited payment collection agent. Our Services may provide you with the opportunity to pay the Charges by using a credit card or Apple/Google Pay, and such Services may be accessed by scanning a QR code or clicking a link embedded within a text (SMS) message or email sent by us or our partners or suppliers. Charges will be inclusive of applicable taxes, where required by law, charges and fees. Charges paid by you are final and non-refundable, unless otherwise determined by us. Long-term reservations may require a deposit, automatic payments, or ongoing payments, as set forth in the listing for the Parking Space. All Charges are due and payable by you immediately upon your use of the Parking Space. If your primary payment method is determined to be expired, invalid or otherwise not able to be charged, you are required to add another payment method for your parking reservation. We reserve the right to establish, remove, or revise fees that we charge to you for use of the Services at any time in our sole discretion ("**Fees**"). We will use reasonable efforts to inform you of Fees that may apply, provided that you will be responsible for Fees incurred under your registration regardless of your awareness of such Fees or the amounts thereof. If your Charges expire and do not cover the full time period of your use of the Parking Space, then we may, at our sole option, charge you additional fees related to such use, place a boot on your vehicle, and/or tow it. We shall not be responsible or liable for any damage to your vehicle that may be incurred from the booting and/or towing of your vehicle, and you understand that you assume all risk relating to your vehicle in utilizing a Parking Space. You expressly authorize us and our payment processors to charge any payment method you have provided to us for all Charges, Fees and other amounts you incur in connection with your use of our Services, including any future anticipated use of the Services.

b. Subscriptions. We may provide the ability for you to purchase subscriptions for certain Services (a "**Subscription**"). When you purchase a Subscription, you will

be charged a fee applicable to that Subscription, and any related taxes, fees, and other charges (“**Subscription Fee**”). By purchasing a Subscription, you hereby authorize us and our payment processors to charge you at the beginning of your Subscription, and at each renewal, at the then-current Subscription Fee. Subscriptions are automatically renewed, unless prior to the end of the then-current term of your Subscription you or we cancel or terminate the Subscription. We may change the Subscription services and Subscription Fees at any time. If Subscription Fees for your Subscription change, we will notify you prior to the renewal of your Subscription. If you do not wish to continue using the Subscription, you may elect not to renew the Subscription. You may cancel your Subscription at any time, and such cancellation will take effect at the end of your then-current Subscription period. Subscription Fees are non-refundable, and unless required by applicable law, we will not refund any Subscription Fees if you cancel your Subscription early.

- c. **Monthly and Permit Parking.** We may provide the ability for you to purchase a monthly parking pass for certain Services (a “**Permit**”). When you purchase a Permit, you will be charged a fee applicable to that Permit, and any related taxes, fees, and other charges (“**Permit Fee**”). By purchasing a Permit, you hereby authorize us and our payment processors to charge you at the beginning of your Permit, and at each renewal, at the then-current Permit Fee. Permits are automatically renewed, unless prior to the end of the then-current term of your Permit, you or we cancel or terminate the Permit. We may change the Permit services and Permit Fees at any time. If Permit Fees for your Permit change, we will notify you prior to the renewal of your Permit. If you do not wish to continue using the Permit, you may elect not to renew the Permit. You may cancel your Permit at any time, and such cancellation will take effect at the end of your then-current Permit period. Permit Fees are non-refundable, and unless required by applicable law, we will not refund any Permit Fees if you cancel your Permit early.
- d. **Tipping Payments.** Our Services may provide you with the opportunity to tip valet drivers using a credit card or Apple/Google Pay, and such Services may be accessed by scanning a QR code or clicking a link embedded within a text (SMS) message or email sent by us or our partners or suppliers. These payments are optional and at your own discretion. If you choose to tip, your payment will be processed by a third-party payment processor as further described below.
- e. **Payment Processor.** We may use a third-party payment processor in order to process payments from you provided through the Services. Your use of such payment processing services is subject to your agreement to and compliance with the terms and conditions required by such third-party payment processor, which shall be provided to you. We are not responsible for the third-party payment processor’s acts or omissions except as expressly set forth herein and subject at all times to Section 17.

10. Cancellations and Refunds.

All cancellations must be made through the Service and in accordance with the applicable cancellation policy. We will not be responsible or liable for refunding any amounts or cancellations other than as provided herein.

Charges and Fees, including Subscription Fees, are non-refundable. PMC does not provide refunds to Parkers for Marketplace transactions. In the event a Parker and Parking Space Provider agree among themselves for the provision of a refund, PMC will, if requested by the Parking Space Provider, facilitate a refund; provided, however, that PMC shall not, in any event, refund any Fees paid upon the confirmation of the booking.

11. User Responsibilities and Unauthorized Activities.

You are responsible for all of your activities in connection with the Services. We are not involved with the in-person interactions between and among users and others. As a condition of use, you agree not to use the Services for any purpose that is prohibited by these Terms. You covenant to PMC that you will not (and shall not permit any third-party to) either: (a) take any action, or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any content on or through the Service, including without limitation any User Content, that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty (see our [DMCA Copyright Policy](#)); (ii) you know is false, misleading, misrepresentative, untruthful or inaccurate; (iii) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion; (iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming"); (v) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other info of ours or of any third-party; (vi) impersonates any person or entity, including any of our employees or representatives; (vii) is used to stalk, harass or otherwise annoy any other user or collect or store information about any other user other than for the purposes of completing a transaction through the Services; (viii) offers any parking space to which you do not have legal rights; (ix) discloses any other user's identification documents or sensitive financial information; or (x) encourages or assists a third-party to engage in any of the foregoing.

Further, you shall not: (A) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure; (B) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (C) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (D) store or transmit code, files, agents, or programs that could harm the Services, including viruses, worms, time bombs, and Trojan horses or run any form of auto-responder or "spam" on the Services; (E) use manual or automated software, data mining, devices, or other processes to "crawl" or "spider" any page of the Services; (F) harvest or scrape any Site Content or User Content from the Services; (G) otherwise take any action in violation of our guidelines and policies; (H) copy, adapt, modify,

prepare derivative works based upon, transfer, publicly display, transmit, or otherwise exploit the Services, including any function or feature thereof; (I) access the Services in order to build a competitive product or service; (J) reverse engineer, disassemble, or otherwise attempt to derive or gain access to the source code or infrastructure of the Services or any part thereof; (K) attempt to probe, scan, or test the vulnerability of the Services, any of our systems or networks or breach any security or authentication measures, or otherwise attempt to benchmark the Services or our performance of services; (L) remove, delete, alter or obscure any trademarks or any copyright, patent or other intellectual property or proprietary rights notices from the Services; or (M) encourage, permit, or assist a third-party to engage in any of the foregoing.

12. Third-Party Links and Services.

The Services may contain links to other third-party web sites (“**Linked Sites**”). The Linked Sites are not under the control of the PMC and the PMC is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. By providing these links, the PMC does not endorse, sponsor or recommend such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site. The PMC is not responsible for webcasting or any other form of transmission received from any Linked Site. The PMC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the PMC of the site or any association with its operators. We reserve the right to disable links to any Linked Sites on our Services.

Please exercise discretion while browsing the Internet and using the Services. You should be aware that when you are using the Services, you could be directed to other sites that are beyond our control. There are links to other sites from the Service’s website pages or applications that take you to other sites or applications. For example, if you “click” on a banner advertisement or a search result, the “click” may take you to another site. This includes links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers may send cookies to users that we do not control.

13. Disputes with PMC and Dispute Resolution.

For any dispute between you and the PMC:

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be settled exclusively by binding arbitration between you and the PMC, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property or proprietary rights. You acknowledge and agree that you and the PMC are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and the PMC otherwise agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over

any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this Section will be deemed void. Except as provided in the preceding sentence, this Section will survive any termination of these Terms.

The arbitration will take place in Nashville, Tennessee and be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this Section. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of Tennessee and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Unless you and the PMC otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and the PMC submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

The arbitrator will render an award within the time frame specified in the AAA Rules. 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 having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability” section below as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.

14. Release of Claims Against PMC.

You hereby fully and forever release PMC and its partners, employees, attorneys, agents, successors, representatives, shareholders, parent companies, subsidiaries, affiliated companies and assigns, jointly and severally (collectively, the “**PMC Parties**”), and hereby fully and forever discharge and agree to hold the PMC Parties harmless from and against any and all claims and causes of action, in law or in equity, disputes, suits, debts, liens, rights, contracts, agreements, acts, promises, liabilities, obligations, demands, damages, losses, costs, fees (including, without limitation, those of attorneys) and expenses, of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, which exist, may have existed or which may in the future

exist by you on the one hand and the PMC's Parties, or any of them, on the other hand in connection with this agreement.

Waiver of California Civil Code Section 1542. You hereby understand and agree that the general release of the PMC Parties set forth above and in Section 17 extends to all claims of every nature and kind, whether now known or unknown, suspected or unsuspected, which exist, may have existed or which may in the future exist. With respect to such release, you expressly waive and relinquish any and all rights under Section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

15. Termination.

We may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your registration and/or your permission to utilize any Parking Space(s). If you wish to delete your information, you may make such request by contacting us at termsofuse@parkingmgt.com or in accordance with our [Privacy Policy](#). All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

16. Warranty Disclaimer; No Emergency Services.

The Site Content and other materials located on or through the Services are provided by us for informational purposes only, with the understanding that we are by the provision of these materials not engaged in the rendering of legal or other professional advice or service. We make no representation or warranty as to the accuracy, completeness or timeliness of the information or materials. Such information and material should not be relied upon or used as the sole basis for making significant decisions without consulting primary or more accurate, more complete or timelier sources of information. For all of the above reasons, you should consult your own attorney or other appropriate professional for advice concerning the information and materials, as well as the Terms. Any reliance on such information or material is at your own risk.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE OPERATOR MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES AT ANY TIME.

WE SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (a) YOUR USE OF OR RELIANCE ON THE SERVICES, INCLUDING YOUR USE

OF A PARKING SPACE, OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (b) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY OTHER USER OR ANY THIRD-PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED US\$100.00.

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

THE OPERATOR MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON OR PROVIDED THROUGH THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. USE COMMON SENSE AND PRIORITIZE SAFETY. WE DO NOT COMPLETE BACKGROUND CHECKS ON USERS OR MAKE ANY REPRESENTATIONS ABOUT THE LOCATION, SAFETY, OR QUALITY OF THE USERS, PARKING SPACES, OR SERVICES. THE SERVICES ARE PROVIDED “AS-IS”, “AS-AVAILABLE,” WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY SITE CONTENT OR USER CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

IN THE EVENT OF AN EMERGENCY, YOU SHOULD CALL “911” OR OTHERWISE CONTACT LOCAL AUTHORITIES. WE DO NOT PROVIDE EMERGENCY ASSISTANCE IN RELATION TO OUR SERVICES OR IN THE USE OF ANY PARKING SPACES.

17. Indemnification.

You agree to indemnify, defend and hold harmless the PMC, and their owners, partners, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "**Indemnified Parties**"), from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties or costs of whatsoever nature, including reasonable attorneys' fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("**Claims**") arising or resulting in any way from any violation of these Terms, the Services provided to you, any act or failure to act by you, infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. If you cause a technical disruption of the Services or the systems transmitting the Services to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with the Terms, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

18. General Terms.

- a. Governing Law and Jurisdiction.** These Terms shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any rules governing conflicts of law provisions. If for any reason the arbitration provisions of these Terms are found to be unenforceable by a court with competent jurisdiction or in the event a party seeks injunctive relief as permitted by Section 14, the parties agree that sole and exclusive venue shall be in the federal and state courts located in Nashville, Tennessee.
- b. Entire Agreement and Severability.** These Terms (inclusive of any supplemental terms we provide) are the entire agreement between you and us with respect to the Services and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid by a court with competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.
- c. Force Majeure.** We shall not be liable for any failure to perform any obligations where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
- d. Assignment.** These Terms are personal to you, and are not assignable, transferable or sub-licensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

- e. **Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.
- f. **Notices.** Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices to us should be sent to termsofuse@parkingmgt.com, and written notices should be sent to: Attn: General Counsel, Parking Management Company, LLC, 3713 Charlotte Avenue, Nashville, TN 37209.
- g. **No Waiver.** All waivers must be in writing and executed by the authorized representatives of the parties in order to become effective. If either party fails to exercise any rights, this is not deemed a waiver of any further rights hereunder.

19. App Store Terms

a. Apple App Store Terms

The terms and conditions set forth in this section apply to you if you download any of our mobile applications (each, an “**App**”) through the Apple App Store.

These Terms are applicable between you and PMC, but not Apple, Inc. (“**Apple**”). PMC, not Apple, offers the App to you, and Apple has no responsibility to you for any use of, or information related to, the App and these Terms. You only use the App on an Apple-branded product that you own or control and as permitted by the Apple App Store Terms of Service, or as otherwise permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions. Apple has no obligation to provide maintenance and support services with respect to the App. In the event of any failure of the App to conform with any applicable warranty, you may notify Apple regarding a refund of your purchase price (if any) of the App through the Apple App Store. Apple will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection, privacy, or similar legislation. You must comply with the terms of any third-party agreement applicable to you when using the App, such as any wireless data service agreements. You and PMC hereby acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple, as a third-party beneficiary, will receive (and otherwise shall be deemed to have received) the right to enforce these Terms against you.

b. Google Play Store Terms

The terms and conditions set forth in this section apply to you if you download the App through Google Store.

These Terms are applicable between you and PMC, but not Google, LLC (“**Google**”). PMC, not Google, offers the App to you, and Google has no responsibility to you for any use of, or information related to, the App and these Terms. Google shall not be responsible to you for maintenance of the App. Google shall not be responsible to you for any complaints you have regarding the App.

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