



ParkAt App Terms of Use - Aotearoa New Zealand

Last updated on 4 October 2022

Introduction

Welcome to ParkAt! We're excited to have you here but before you start using the ParkAt Parking App (**App**), we do need you to look through and accept these terms and conditions (**Terms**). These Terms are entered into between Imperium iQ Ltd (NZBN 9429050761043) (**ParkAt, we, us or our**) and you, together the **Parties** and each a **Party**. These are your legal rights and obligations, so please do read everything. If you still have questions or comments after you've read these terms, please get in touch with us via our website at www.parkat.co. We'd love to help.

The App is made available to you to facilitate your use of ParkAt services.

Joining and using our App

- 1. You and ParkAt:** In these Terms, **you** means the person or entity registered with us as a User. If you are using the App on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.
- 2. Acceptance:** You accept these Terms by checking the box, clicking "I accept", or accessing and using the App.
- 3. App:** When we refer to the App we mean the ParkAt mobile application (including any updates, enhancements, modifications or variations) we make available on third party application stores for you to download onto your mobile device.
- 4. Our services:** Our **services** consist of all the products and services we provide now or in the future, including the provision of the App to facilitate your use of all our casual, permanent, or subscription based parking services (**Services**).
- 5. Creating a profile:** You must register and create a user profile (**Account**) to access the App's features. When you create a user profile to use the App and accept these terms, you become a user (**User**). Where you are the individual User, you're the one responsible for paying for the service(s) you are using. Where you are a corporate User, the company or the corporate entity will be the one responsible for paying for the service(s) you are using. You must provide basic information when registering for an Account including your contact name and email address and you must choose a username and password.
- 6. The right to use the App:** We grant you the right to use the App until your Account is terminated or until your access is revoked.
- 7. Rules:** When you use the App you agree to follow these terms. Please read them and make sure you understand what you should and shouldn't do.
- 8. Your responsibilities:** You promise that you'll keep your information (including a current email address) up to date and not to share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from the App or any of our services for your legal, tax and compliance

obligations. You're also responsible for keeping your Account details confidential and protecting your username and password from getting stolen or misused. You agree to immediately notify us of any unauthorised use of your Account. The App has minimum password standards but you are responsible for ensuring that your password is very strong and cannot be easily guessed. The stronger the password the better!

9. **When we introduce new or revised features:** We will keep thinking about how to improve the App and may need to change what is available from time to time. If we introduce new or updated features, there might be additional terms. We'll let you know what those terms are by providing you 30 days' notice before you start using those new or updated features. If you continue to use the App after they become available, you will be considered to have accepted the amended ParkAt App terms of use. If the changes substantially and adversely affect your enjoyment of the App, you may cancel the use of the App in accordance with clause 66 ('Cancellation of Account').
10. **What we own:** We or our licensors own, or have a licence to use, everything put into the App unless otherwise stated and excluding content owned by others. This includes (but is not limited to) rights in the design, compilation, and look and feel of our services. It also includes rights in all copyright works, trademarks, designs, inventions, and other intellectual property in, and in connection with the App. Other than as specified in clause 6 above, you do not acquire any rights to our intellectual property by using the App or our services. You agree not to copy, distribute, modify, or make derivative works of the App or its content, or anything provided to you in connection with the App or our services, or use any of our intellectual property rights in any way not expressly permitted by us.

Services

11. **Use of our services:** You may use the App or where applicable, a traditional access device including identification device, card, code or PIN (**Traditional Access Device**) (collectively, **Access Device**), to access and use the ParkAt services we may offer from time to time. Your use of such ParkAt services will also be subject to:
 - the ParkAt Terms of Entry available at www.parkat.co/terms-of-use;
 - the ParkAt Privacy Policy available at www.parkat.co/privacy-policy; and
 - the ParkAt Subscription Parking Services stated below.
12. Where you are a company or a corporate entity, you acknowledge and agree to undergo all necessary checks including credit checks as required by us, or as is necessary to properly supply the Services.
13. Where you have been given a Traditional Access Device, you agree to return it upon expiry of these Terms or at our request. Should a Traditional Access Device be damaged or not returned for any reason, you must pay the replacement fee for the Traditional Access Device in accordance with our current guidelines.
14. In the event that there is any inconsistency between these terms, and the applicable service's terms and conditions, the applicable service's terms and conditions will take precedence.

Subscription Parking Services

15. You may purchase a subscription as set out on our App (**Subscription**) that allows you:
 - (a) to access carparks on a casual basis;
 - (b) to reserve and use a designated parking bay (**Reserved Parking Bay**) in one or more specific ParkAt related carparks; and/or

- (c) to use an unreserved parking bay (**Unreserved Parking Bay**) in one or more specific ParkAt related car parks

(collectively, **Carpark Spaces**).

16. Once you have chosen a Subscription and nominated a payment method for the Subscription on the App, you agree to pay its corresponding subscription fee (**Subscription Fee**) by the date specified on the App (**Payment Date**) to enjoy and benefit from your Subscription.
17. Your Subscription may begin with a free trial. The free trial period of your Subscription will last for the period specified in your Account. We determine free trial eligibility in our sole discretion and we may limit eligibility to prevent free trial abuse. We reserve the right to revoke the free trial and suspend your Account at any time in the event that we determine that you are not eligible. If you do not cancel during the free trial period, we will charge your Subscription Fees on the day your free trial ends).
18. The payment methods we offer for the Subscription Fees are set out on the App and in accordance with the "Payment for Services" clause below.
19. You may request a change to your Subscription at any time by giving notice to us. Should you require an addition or reduction of Reserved Parking Bays or Unreserved Parking Bays, we may agree to vary the agreed number of vehicles in your Subscription (**Agreed Vehicles**) and recalculate the Subscription Fee.
20. You acknowledge and agree that:
 - (a) it is your responsibility to ensure that there is a minimum credit value in your Account when using our Services or run the risk of having your access blocked in accordance with clause 80(a);
 - (b) if you permit your Access Device to be used in excess of the Agreed Vehicles, you must pay the daily tariff rates for casual parking at the relevant ParkAt related carparks for each additional vehicle at that time;
 - (c) if you are not in possession of your Access Device, or if your Access Device is deactivated for any reason, you will pay the daily tariff rates for casual parking when entering or leaving a ParkAt related carpark.
21. Where you have purchased a Subscription for a Reserved Parking Bay, you acknowledge that you:
 - (a) may not use any Unreserved Parking Bay;
 - (b) have the exclusive use of the agreed number of reserved and pre-allocated parking bays as set out in your Subscription.
22. Where you have purchased a Subscription for an Unreserved Parking Bay, you have the non-exclusive use of the agreed number of unreserved parking bays in the dedicated areas in one or more specific ParkAt related carparks.
23. We grant you a non-exclusive licence to park the Agreed Vehicles in the Carpark Spaces during the term of your Subscription. Nothing under these Terms confer any interest upon you by way of lease, or otherwise in any ParkAt related carpark. You acknowledge and agree that payment of your Subscription Fee and Subscription do not grant you exclusive possession of any ParkAt related carpark, including the Carpark Spaces.

24. You agree that we may temporarily or on an ongoing basis change a Reserved Parking Bay or Unreserved Parking Bay for you if the Reserved Parking Bay or Unreserved Parking Bay becomes unavailable for any reason, including:
- (a) unauthorised use by a third party;
 - (b) reconfiguration or maintenance works; or
 - (c) circumstances beyond our control such as a Force Majeure Event.
25. We may, from time to time:
- (a) allocate you an alternative Reserved Parking Bay or Unreserved Parking Bay if we consider it reasonably necessary for the safe and efficient operation of the relevant ParkAt carpark; and/or
 - (b) amend your Reserved Parking Bay to an Unreserved Parking Bay (**Space Change**) and recalculate the Subscription Fees as required to reflect the Space Change. We will provide you 14 days' prior notice of the Space Change and change of Subscription Fees. If the changes substantially and adversely affect your enjoyment of the Services, you may cancel your Account in accordance with clause 66 ('Cancellation of Account').
26. We are entitled to deny access to a Reserved Parking Bay and/or Unreserved Parking Bay to you if any Subscription Fees remain unpaid after the Payment Date.
27. We may remove any vehicle left within a ParkAt related carpark after the expiry of, or in contravention of, a Subscription. In the event of removal, you will be solely liable for all removal, storage and disposal costs which arise and for the state and condition of the vehicle and any damage occurring.

Variation

28. We may request a variation or change to the Fees, and/or Space Change (**Variation**) by providing written notice (including by email) to you, with details of the Variation (**Variation Request**). You must notify us of your acceptance or rejection of a Variation Request within 30 days of the date of the Variation Request. If we do not receive notice within 30 days of the date of the Variation Request, the Variation Request will be deemed accepted. If you do not agree to the Variation, you have the right to terminate your Account in accordance with clause 66 ('Cancellation of Account').

Payment for Services

29. **Security Deposit:** This clause applies where you are a company or a corporate entity. You must pay the security deposit as set out in the corporate Account / the App prior to your Personnel setting up an Account in accordance with clause 5. You acknowledge that we may apply and set off the security deposit towards:
- (a) any costs incurred by us where a breach of these Terms has occurred; or
 - (b) any amount unpaid by you.
30. **Invoices & Payment:** An invoice is automatically generated whenever you incur a billable service through the App. Payment of invoices are processed by Windcave, a third party PCI DSS compliant payment processor. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions. We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
31. You must not pay, or attempt to pay, any fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.

32. **Taxes:** Depending on your region, fees for the applicable paid service may be inclusive or exclusive of transactional taxes where relevant (like Value Added Tax and Goods and Services Tax), as reflected in pricing for the applicable service.
33. **Importance of timely payments:** To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your user profile until the payment is made.

Intellectual Property

34. You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the App, the App itself, and any algorithms or machine learning models used on the App (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
35. We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Intellectual Property on your personal device, and you may not use Our Intellectual Property for any commercial purpose.
36. You must not, without our prior written consent:
 - (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any intellectual property rights connected with the App, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.
37. This clause will survive the termination or expiry of your Account.

Data use and privacy

38. **Collection and Use of data:** When you enter or upload your data into our services, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to:
 - enable you to use our services;
 - allow us to improve, develop and protect our services;
 - create new services;
 - communicate with you about your user profile;
 - carry out our billing/administration purposes; and
 - send you offers, benefits and information about our goods and services, and those of our related entities and third parties that we think may be of interest to you based on your marketing preferences.
39. **Use of personal data:** We respect your privacy and take data protection seriously. In addition to these terms, our privacy policy available at www.parkat.co/privacy-policy sets out in detail the personal data we collect, the purposes for which it may be used, who it may be shared with, and your rights to access and correct that information.
40. **Personal data of other individuals:** If you are providing to ParkAt any personal data (such as name and contact details) about another individual, you confirm that you are authorised by

that individual to provide that information to us so that we are able to use that information for the purposes outlined above.

41. **Anonymised statistical data:** When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.
42. **Data breach notifications:** Where we think there has been unauthorised or accidental access to, or disclosure, alteration, loss or destruction of the personal data inside your user profile (**Security Incident**), we will handle the Security Incident in accordance with relevant privacy laws. This may require us to notify the relevant privacy regulators and/or you about what has happened.

Confidential information

43. **Keeping it confidential:** While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect each other's confidential information from being accessed by unauthorised persons. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

Security

44. **Security safeguards:** While we, our licensors and our service providers may have taken steps to help protect your data, no method of electronic storage or transmission of data over the Internet is always completely secure and we cannot guarantee absolute security. While we do what we can to protect your information, we don't warrant and can't ensure the security of any information you transmit to us. We will notify you if there appears to be unauthorised access to your account and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.
45. **Account security features:** We, or our licensors of the App, may introduce security features to make your account more secure. You may be required to adopt some of these features. Where the use of security features is optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.
46. **Playing your part to secure your data:** You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems/device(s). If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately.

App store terms

47. **Other services:** Our app will be available on either the Apple App Store or Google Play. These companies may have additional terms that apply to you. If you access or download our mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

- 48.** Third-party products and services: From time to time, we may make third party products and services available on, or through, our App. We may allow access to, or use of, such third party products and services through or in conjunction with our App to potentially facilitate and enhance your user experience only. We do not represent, endorse or warrant that the third party products or services will operate in the manner represented by the relevant third party provider or that they will be suitable for your use, be error-free or continue to be available to you. If you use third party products and services in conjunction with our App, you acknowledge and agree that if you do so, such third-party products and services are independent of us and we have not prepared, nor do we manage, any such third party products/services. Please be aware that your use of a third party product/service through our App may incur fees with the third party provider and you may be subject to additional terms. . We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the App (Affiliate Link) or for featuring certain products or services on the App. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the App, or which (if any) third party links are Affiliate Links.

Notice Regarding Apple

- 49.** To the extent that you are using or accessing our App on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the App and any content available on the App.
- 50.** Apple has no obligation to furnish you with any maintenance and support services with respect to our App.
- 51.** If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 52.** Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 53.** Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 54.** You agree to comply with any applicable third-party terms when using our mobile application.
- 55.** Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 56.** You hereby represent and warrant that: (1) you are not located 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 (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

Maintenance, downtime and data loss

57. **Availability:** We strive to maintain the availability of our services, and provide online support, 24 hours a day. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.
58. **Access issues:** You know how the Internet works – occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.
59. **Data loss:** Data loss is an unavoidable risk when using any technology. Any information you transmit to us is at your own risk and you're responsible for maintaining copies of your data entered into our services.
60. **No compensation:** Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.
61. **Problems and support:** If you have a problem with our services, you can contact our support team via the 'contact us' section in the App, messaging us in the App or by emailing help@parkat.co.
62. **Modifications:** We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, on our blog, or within our services when you log in).

Do's and don'ts

63. **Feedback:** We love your feedback and you consent to us using your feedback without restriction.
64. **Help using our services:** We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance we provide.
65. **While we can't cover everything here, we do want to highlight a few more examples of things you mustn't ever do:**
 - Undermine the security or integrity of our computing systems or networks;
 - Use our services in any way that might impair functionality or interfere with other people's use;
 - Access any system without permission;
 - Introduce or upload anything to our services that includes viruses or other malicious code;
 - Share anything that may be offensive, violates any law, or infringes on the rights of others;
 - Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services;
 - Resell, lease or provide our services in any way not expressly permitted through our services;
 - Repackage, resell, or sublicense any leads or data accessed through our services;
 - Commit fraud or other illegal acts through our services; and
 - Act in a manner that is abusive or disrespectful to a ParkAt employee, partner, or other ParkAt customer. We will not tolerate any abuse or bullying of our employees in any situation and that includes interaction with our support teams.

Termination

- 66. Cancellation of Account:** You can cancel your Account at any time by notifying us. Where applicable, your cancellation will take effect from the next payment date. If you cancel your Account because we have changed the App inclusions and the change has a substantial and adverse impact on you, or we have changed the fees, then the termination of the Account will be immediate, and we will refund you for any fees that you have paid upfront but have not been used on a pro-rata basis.
- 67. Cancellation of Subscription:** Where you have chosen a Subscription, you may cancel your Subscription at any time by giving us 30 days' prior notice before the next Payment Date through your Account. We will provide you with confirmation that your Subscription has been cancelled via email or via the Account. Where you have provided 30 days' prior notice and received confirmation from us of cancellation of your Subscription, your cancellation will take effect from the next Payment Date and you will not be charged on the next Payment Date. If you cancel your Subscription because we have changed the Subscription inclusions and the change has a substantial and adverse impact on you, or we have changed the fees, then the termination of the Subscription will be immediate, and we will refund you for any fees that you have paid upfront but have not been used on a pro-rata basis.
- 68. Termination for Convenience:** We may terminate your Account at any time by giving 30 days' written notice to you.
- 69. Termination by ParkAt:** ParkAt may terminate or suspend your Account or access to all or any data immediately if:
- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach;
 - you breach any of these terms and the breach cannot be remedied; and/or
 - you fail to pay the fees for any of our services; and/or
 - you become insolvent or make any arrangement with your creditors or become subject to any similar insolvency event in any jurisdiction, or your business becomes insolvent, or goes into liquidation or has a receiver or manager appointed over any of its assets.
- 70. Upon expiry or termination of your Account:**
- (a) we will remove your access to the App;
 - (b) you agree that other than where termination is due in accordance with clause 68 or our breach of these Terms, and to the maximum extent permitted by law, any payments made by you (including any fees) are not refundable to you;
 - (c) where we terminate your Account for any reason other than a Termination for Convenience, you also agree to pay us our reasonable additional costs directly arising from such termination.
- 71.** Where termination is due to our Termination for Convenience or our breach of these Terms, we agree to refund you for any prepaid unused fees on a pro-rata basis.
- 72. Retention of your data:** Once your Account is terminated by you or us, it is archived, and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a user, you can reactivate your Account and once again access your data. We may also retain data in case you need it as part of our record retention obligations.

Liability and indemnity

73. You indemnify us: You indemnify, hold harmless and defend us and our affiliates, officers and employees from all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or any third-party product (except as far as we're at fault).

Disclaimer of warranties: Our services and all third-party products are made available to you on an "as is" basis. You represent, warrant and agree that you have not relied on any representations or warranties made by us in relation to the App (including whether the App is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

74. Limitation of liability: Despite anything to the contrary, to the maximum extent permitted by law:

- neither party will be liable for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, indirect losses, or any consequential damages of any kind, incidental, punitive, exemplary or special loss, damage or expense;
- each party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other party including any failure by that party to mitigate its losses;
- for loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups; and
- our total aggregate liability for any Liability arising from or in connection with these Terms will be limited to us paying you the amount of fees payable by you to us for use of the App.

Disputes

75. Dispute resolution: Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team by emailing help@parkat.co. If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to first attempt to resolve those disputes through mediation, with location and procedure of any such mediation to be agreed between the parties. The costs of the mediation will be shared equally between the parties. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

Important housekeeping

76. Events outside our control: We do our best to control the controllables. To the maximum extent permitted by law, we shall have no Liability for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.

77. Notices: Any notice you send to ParkAt must be in writing addressed to us and sent to us at the details set out below. Any notices we send to you will be sent to you at the details you've provided us through your Account, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

78. Entire Terms: These Terms constitute the entire agreement, understanding and arrangement (express and implied) between you and us in relation to the App and supersedes and cancels

any previous terms or agreement, understanding and arrangement relating thereto, whether written or oral. Without limiting the previous sentence, we and you agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986, and that it is fair and reasonable that us and you are bound by this clause.

79. New Zealand Consumer Law:

- (a) Certain consumer protection laws (such as the Consumer Guarantees Act 1993 and the Fair Trading Act 1986) and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of our App which cannot be excluded, restricted or modified (**Statutory Rights**).
- (b) If such laws apply to you as a consumer, nothing in these Terms excludes your Statutory Rights. You agree that our Liability for the App provided to an entity defined as a consumer under legislation is governed solely by that legislation and these Terms.
- (c) Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the App) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or any other basis.
- (d) If you are acquiring the App for the purposes of trade, we and you agree that:
 - i. to the maximum extent permitted by law, the Consumer Guarantees Act 1993 does not apply to the supply of the services or these Terms; and
 - ii. it is fair and reasonable that us and you are bound by these Terms including this clause.
- (e) This clause 79 will survive termination or expiry of these Terms.

80. Blocking your access to a ParkAt related carpark, disabling your Account, or refusing to process a payment:

- (a) You agree that where there is a zero-credit value in your Account, you will receive an in-App notification and email notification from us at the time of leaving our ParkAt related carpark for the overdue payment owed to us (**Missing Payment**). If you fail to pay the Missing Payment after reasonable attempts to notify you, we may block your access to a ParkAt related carpark, terminate your Account, or refuse to process a payment.
- (b) You warrant that you're not on a sanctioned persons list. If we reasonably believe there's a risk (i.e. risk of a law or regulation potentially being breached) associated with you, your company, your user profile or a payment, we will give you 14 days' prior notice to remediate the issue. If the risk has not been remedied within 14 days of being notified, we may block your access to a ParkAt related carpark, terminate your Account or refuse to process a payment.

81. Relationship between the parties; assignment: Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us. ParkAt may assign these terms - or any of our rights or obligations in these terms - to another ParkAt entity as it deems appropriate. ParkAt entities are the related companies (as defined in the Companies Act 1993) of us.

82. Changes to these terms: We may decide to update these terms. But don't worry, changes won't apply retrospectively and, if we make changes, we'll provide 30 days' notice of these changes before implementing them. You can keep track of changes to our terms by referring to the version and the date last updated at the top of the terms. Generally, we will provide you with 30 days' notice of material changes (for example, update to prices) before they become effective, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services and/or App. If a change isn't material (for example, a design change to a button in our App), we

may not notify you. If you find a modified term unacceptable, you may terminate your user profile by giving the standard advance notice to ParkAt.

- 83. Enforcement of terms:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 84. Governing law:** These Terms are governed by the laws of New Zealand. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New Zealand and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 85. Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.
- 86. Definitions:**
- (a) **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.
 - (b) **Force Majeure Event** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

For any questions or notices, please contact us at:

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Last update: 4 October 2022