

# CLIENT POLICY

This Client Policy applies specifically to a User registered as "Client" when using Parking Eagle mobile application (the "Service") operated by Parking Eagle Limited ("us", "we", or "our"). Please read this Client Policy carefully before using the Service.

Please note that our Client Policy is part of our Terms and Conditions applied to you, together with our General Terms and Conditions, Parking Owner Policy, Privacy Policy and Booking Agreement ("Terms", "Terms and Conditions"). All our Terms and Conditions constitute the entire Agreement upon which you agree to use the Service as a Client. Please read all our Terms and Conditions carefully before using the Service.

Your use of the Service as a Client is conditional upon your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by this Policy and all our Terms. If you disagree with any part of the terms then you may not access the Service.

## The Use of our Service

You can use the Service absolutely free of charge with no hidden fees. The only amount which is paid is the amount agreed between you and a Parking Owner or any other cancellation or penalty fees imposed on you based on the Terms and Conditions of the Booking Agreement.

The creation of a Client Profile will enable You to search and book for parking space owned by Parking Owners; contact a Parking Owner for any potential question or query; have access to our Terms and Conditions, as amended from time to time; conduct electronic payment upon booking of a parking space; and leave rating and feedback for a Parking Owner.

If a parking space or charge point can be booked, you will be able to see its availability against the listing provided in your Client Profile. If the dates you require are available, you may select the required dates and times to effectuate the Booking.

Once you have selected the required dates and times we will request payment from you. We will also ask you to confirm that you accept the terms of the Booking Agreement.

Once we have received payment and you have accepted the terms of the Booking Agreement, your booking will be confirmed and you will have entered a binding agreement with the Parking Owner for the use of their Parking Space or charge point. We will send you a booking confirmation email which will include a contact telephone number for the Owner together with detailed instructions relating to the booking.

We may wish to connect to your vehicle's internal systems to check battery and driving attributes. You allow Parking Eagle to connect to in car systems, in exchange for using the data collected to improve the driving experience.

Parking Eagle offers navigation services either as part of its service or combination of services. We are not liable for the use of this service or content which might be used by the driver.

## Sign Up with the Service

You must register into the Service with your name and an email address (Sign Up). The Sign Up will enable you to have a Client Profile. During Sign Up, in order to provide maximum protection, you will be asked to input a Username (which will be your email address) and choose a password to access the Account on the Service and to benefit from the Service. In addition, additional information may be requested, including identification details and driver's license. In order to register an account you may be required to provide us with credit or debit card details to enable us to make payments to the Parking Owners. Certain functionality and features may be available only to those who have provided debit or credit cards details to us or through your account or have set up a PayPal account which is typically required for the withdrawal of sums to be provided to Parking Owners. All information provided shall be subject to our Identification mechanism, which shall ensure that the information provided is valid, true and accurate.

You must keep your password relevant to the Service confidential and not reveal it to anyone else.

You are responsible for all activities that are carried out under your Username and password. Parking Eagle will not be liable where the Username and/or password are used by someone else.

You agree to notify Parking Eagle immediately for any unauthorised use of the Account of which you become aware. You are restricted from creating additional Accounts for the purpose of abusing the functionality of the Service or other registered Client.

Once securing logins, you are required to complete registration by providing basic contact information. This will be done by using an online form ('Registration'). You can then proceed to book for parking space. If applicable, you may read Client Ratings on the Parking Owners' Profiles from others who have previously been a Client of that Parking Owner.

## Client Responsibilities

When using the Service, You must comply with any requirements as directed by Parking Eagle and the Parking Owners in accordance with this Policy. You further and specifically agree:

- To use and access the Service in accordance with the Terms and Conditions. Any problem concerning a technical issue regarding a Client's mobile phone or internet service provider is not Parking Eagle's responsibility.
- To maintain all relevant insurance policies related to your Vehicle.

- to be solely responsible in assessing the suitability and quality of Parking Owners' spaces and the accuracy of the Parking Owners' stated credentials, expertise, references and descriptions related to any parking space of charge-points.
- not to act as an agent to promote the services or opportunities of a company; and
- not to publish any abusive comments about a Parking Owner or another Client on the Service or any other place including defamatory or derogatory comments.

You must follow all user and safety instructions in relation to the use of a Charge Point or a parking space. All such instructions shall be provided to you at the time of the Booking.

With regards to a charge point, it is your responsibility to ensure that the charging of your Vehicle using a Charge Point is carried out safely so as to avoid injury to any person or damage to property. In particular, this includes but is not limited to ensuring that you take all reasonable care when charging your Vehicle and that:

- you have all necessary connector cables to enable your Vehicle to be charged at a Charge Point;
- the connector cable must be safely plugged into your Vehicle and the positioning of the connector cable must not create a tripping hazard to any person;
- The connector cable must not be unplugged from the Vehicle before the plug is removed from the Charge Point; and the Vehicle must not be driven with the connector cable still attached to the Charge Point.

We are unable to guarantee that any Charge Point will be fully operational as these factors are outside of our control and depend on the actions of third parties, including the Parking Owner. If you do experience any problems accessing or using any Charge Points, please contact us or the relevant parking space owner or warden.

You will be responsible for any damage caused to a Charge Point or a parking space, any other property or for any injury to any person due to a breach of the Terms and Conditions or because of misuse or negligence or failure to comply with any user instructions or guidance in relation to a Charge Point or a parking space and/or your Vehicle. You must notify us immediately of any damage caused to a Charge Point or a parking space.

Please be aware that the Parking Owner is responsible for the Charge Point or the parking space you booked (including the maintenance of the parking space or charge point or the supply of electricity to such Charge Point) and we have no responsibility or liability to you in respect of such parking space or Charge Point. If you suffer any damage, loss or injury whilst using a parking space or Charge Point, you must notify us immediately.

If you make a booking for a charge point or a parking space, you acknowledge and agree that Parking Owners are authorised to dispose of any cable or other items left by you at the parking space or charge-point at any time without prior notice.

You must pay Parking Owners for the parking space or charge point you have booked. You will pay Parking Owners within the Parking Eagle Service, using the payment methods Parking Eagle shall specify. Parking Eagle will be responsible for the facilitation of an online payment section between the two parties or if any payment fails for any reason.

You will access the Service for lawful purposes and you are thus solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to the use of the Services.

You agree that you will treat the Parking Owners with respect and not use obscenities, threats, or discuss matters other than those directly related to the work being done.

## **Contact Us**

If you have any questions about these Terms, please contact us at [support@parkingeagle.com](mailto:support@parkingeagle.com).