

Terms and Conditions ("Terms")

These Terms and Conditions, together with our Client and Parking Owner Policies, Privacy Policy and Booking Agreement ("Terms", "Terms and Conditions") constitute the entire Agreement upon which you agree to use the Parking Eagle mobile application (the "Service") operated by Parking Eagle Limited ("us", "we", or "our"). Please read all our Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

About Our Service

Our Service provides a platform whereby Clients can rent parking spaces or electrical vehicle charge-points from Parking Owners on an hourly basis. Our Service is operated by Parking Eagle Limited. We are a limited company registered in England under company number 11006774. Our registered office address is 75 Kenton St, Bloomsbury, London WC1N 1NN

We do not endorse any Client or Parking Owner. We further do not have control over and we do not guarantee:

- the existence, quality, safety, suitability, or legality of any of the Client or Parking Owners;
- the truth or accuracy of any descriptions, Ratings, Reviews, or other content related to any Client or Parking Owner; or
- the performance or conduct of any Client or Parking Owner.

Your Use of Our Service

We allow access to our Service on a temporary basis and we reserve the right to withdraw, restrict or change our Service at any time and without notice. We will not be liable if for any reason if the Service is unavailable at any time or if the content is changed or out of date.

You must treat as confidential any user identification code, password or other security feature you have in relation to the Service. If, in our opinion, you are not complying with the Terms, we have the right to disable any such code, password or feature at any time.

You hereby acknowledge and agree that Parking Eagle may provide information about a Parking Owner or Client, such as reviews, ratings, including a strength or

risk score, geographical location, or verification of identity or credentials. However, such information is based solely on data that Parking Owner or Client voluntarily submit to Parking Eagle and does not constitute and will not be construed as an introduction, endorsement, or recommendation by Parking Eagle; Parking Eagle provides such information solely for the convenience of Users.

We grant you a limited, non-exclusive, non-transferable and revocable licence to use the Services—subject to the Terms and the following restrictions:

- You will not violate any laws in connection with your use of the Service. This includes any local, national and international laws that may apply to you.
- You are responsible for paying any fees or subscription payments that you owe to Parking Eagle. You are also solely responsible for collecting and/or paying any applicable taxes for any purchases or sales you make through our Service.
- You agree to not attempt to solicit or perform services for or induce or attempt to induce, any customer, supplier, licensee or business relation of Parking Eagle or any Client or Parking Owner through any communication including written and oral communication made by yourself or a third party to transact outside of the Website and the App.
- You agree to not use the Service in any way which may detrimentally affect the reputation of Parking Eagle or the use and enjoyment of the Website and the App or our Services by any other users or third parties;
- You agree not to “crawl,” “scrape,” or “spider” any aspect of the Service or to reverse engineer or attempt to obtain the source code of the Service. You shall not misuse any part of the Service by knowingly introducing any material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Service, the server on which any of the Service is stored or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack or a distributed denial-of service attack. By failing to comply with this provision, you would commit a criminal offence and your right to use the Services will cease immediately and we will report your actions to the relevant authorities.
- You will not to interfere with or try to disrupt the Service, for example by distributing a virus or other harmful computer code.
- Parking Eagle and other marks, phrases, logos and designs that we use in connection with our Service, are trademarks, service marks or trade dress of Parking Eagle in the UK and other countries. You require our express written permission to use our trademarks, service marks or trade dress.
- We will provide you with certain legal information in writing. By using our Service, you’re agreeing that we may provide you information electronically (by email, etc.) instead of mailing you paper copies, and that your electronic agreement is equal to your signature on paper.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

Navigation Services

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 Client.

Payments

All Payments shall be made using the Service. The Payment for the booking shall be made in full at the time the booking takes place using the Service.

We will use commercially reasonable efforts to secure payments of all Bookings, Fees and all other sum payable under these Terms. Nevertheless, in the event of non-payment by a Client, the Owner may bring direct enforcement action against the Client to recover any sums which remain outstanding when due.

Parking Eagle shall accept and receive all payments from the Client on the Parking Owner's behalf. The Parking Owner accepts that payment of the fees for the Booking to Parking Eagle represents a full discharge of the Client's payment obligations for that booking. Parking Eagle will process all transactions necessary for the payment of the booking

If payment is not received or fails to be received, Parking Eagle may collect monies owed by the Client using other collection mechanisms. Parking Eagle reserves the right to charge you for all additional fees and expenses we may incur (including legal fees and costs) in attempting to collect fees through commencing collection efforts, using the services of an external debt collection agency or issuing legal proceedings.

Once payment has been received by the Client, we will send a Booking Confirmation which will include the Booking Period (which may be changed by agreement or

termination as set out below), all relevant information the Client requires to know and contact details for both Clients and Parking Owners.

You agree that we may issue you with invoices and receipts in electronic format by email or other method.

Failure to provide payments or a delay in providing any payments may result in the temporary suspension of your account and a short-term denial of access and use of the Service.

Client and Parking Owner Policies

You agree that when you act either as a Client or a Parking Owner, different Terms and Conditions apply to you. You agree to read carefully our Client Policy, which is found here [[Client Policy](#)] and our [[Parking Owner Policy](#)] to familiarise yourself with every term specifically addressed to either a Client or a Parking Owner. Please note that these policies form part of our Terms and Conditions, so please read them carefully.

Contractual Relationship Between Clients And Parking Owners

Parking Eagle is not a party to any dealing between Clients and Parking Owners. Both Clients and Parking Owners acknowledge that when both parties agree for the booking of a parking space or charge-point using the Service, they enter into a legally binding Booking Agreement, which can be found here, [[Booking Agreement](#)]. You hereby appoint us as your agent for the purposes of forming the Booking Agreement.

Parking Eagle shall have no liability should an issue arise between a Client and a Parking Owner. All Disputes reported by a Client or Parking Owner will be investigated at Parking Eagle's option. Both Clients and Parking Owners agree they will attempt to resolve in good faith any Dispute promptly through negotiations with a Parking Eagle's officer. Parking Eagle will use all reasonable endeavours to provide a written response via email to any issue raised by a Client or a Parking Owner via the Service within fourteen (14) days. Parking Eagle retains the right to inform a Parking Owner or a Client respectively of any Dispute.

The Service may engage several third-party vendors of parking owners, which are available for booking using the Service. When acting as a client, you may wish to engage and arrange a booking for a parking space or a charge point through such third-party vendors using our Service. On such occasion, and for the avoidance of any doubt, Parking Eagle is not a party in any dealing between Clients and third party vendors. As a Client, you acknowledge agree and understand that when making booking of a parking space or charge-point of a third-party vendor using the Service, you enter into a legally binding agreement with such a third-party vendor, on the terms and conditions imposed by such third-party vendors for making a booking of either a parking space or a charge point. Parking Eagle shall be fully indemnified against any bookings with a third-party vendor for the facilitation of the Service.

Reviews And Ratings

Within a certain timeframe after the completion of a booking, Client can leave a public review and rating (“Review”) about the Parking Owner. The Reviews reflect the opinion of each User of the Service and do not reflect the opinion of Parking Eagle on certain job. The Reviews are not verified by Parking Eagle for accuracy and may be incorrect or misleading.

All Reviews must be fair, truthful and factual and may not contain any offensive or defamatory language. You shall not manipulate the Reviews system in any manner, such as instructing a third party write a positive or negative Review about another Parking Owner.

Parking Eagle is not required to and may not verify any reviews and ratings or information given to us by Parking Owner or Client, nor does Parking Eagle perform background checks on Parking Owner or Client.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Parking Eagle Limited and its licensors. The Service is protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Parking Eagle Limited.

When you upload content, you give to Parking Eagle Limited a worldwide, non-exclusive, royalty-free, transferable licence (with right to sub-licence) to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service and otherwise in connection with the provision of the Service and Parking Eagle Limited business

Content

Content that you post using our Service is your content, and includes (but is not limited to) anything you post using our Service such as usernames, profile pictures, photos, descriptions, reviews, comments, videos, etc (“Your Content”). Parking Eagle does not make any claim to Your Content.

You understand that you are solely responsible for Your Content. You represent that you have all necessary rights to Your Content and that you’re not infringing or violating any third party’s rights by posting it or uploading it to the Service.

By posting Your Content through our Services, you grant Parking Eagle a licence to use it. We do not claim any ownership to Your Content, but we have your permission to use it to help Parking Eagle function and grow. That way, we won’t infringe any rights you have in Your Content and we can help promote Your Content. By posting Your Content, you grant Parking Eagle a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual licence to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of Your Content to provide the Services and to promote Parking Eagle or the Service in general, in any formats

and through any channels, including across any aspect of the Service or third-party website or advertising medium. Your Content will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose it to third parties.

We are committed to following appropriate legal procedures to remove infringing content from the Service. If content that you own or have rights to has been posted to the Service without your permission and you want it removed, please contact us at the email below. If Your Content infringes another person's intellectual property, we will remove it if we receive proper notice. If any third-party claims that any material posted or uploaded by you to the Service violates their intellectual property rights, or their right to privacy, we have the right to disclose your identity to them. We will notify you if that happens.

You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our Terms. You also agree not to post any content that is false and misleading or uses the Service in a manner that is fraudulent or deceptive. We will not be responsible, or liable to any third party, for Your Content or the accuracy of any materials posted by you or any other user of the Service.

Links To Other Services

Our Service may contain links to third-party web Services or services that are not owned or controlled by Parking Eagle Limited.

Parking Eagle Limited has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web Services or services. You further acknowledge and agree that Parking Eagle Limited shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web Services or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web Services or services that you visit.

Accessing The Service

Certain functions of the Service will require an active internet connection. The connection can be Wi-Fi, or provided by a mobile network provider, but we cannot take responsibility for the Service not working at full functionality if you do not have access to an active internet connection. In using the Service, you accept responsibility for any charges incurred for the cost of data for the duration of the connection while accessing the Services, or other third party charges, including roaming data charges.

Updates To The Service

The Service is currently available on Android and iOS. The requirements for both systems (and for any additional systems we decide to extend the availability of the Service to) may change, and you will need to download any necessary updates if you want to keep using the Service. We do not promise to always update the Service so that it is relevant to your position taken as a Client or Parking Owner and/ or works with the iOS or Android version that you have installed on your device. However, you agree to always accept updates to the Service when offered to you.

Termination

You may terminate your account with Parking Eagle by using the “Delete Account” button in your Dashboard. Your Account will be closed once any Bookings that you have accepted have been fully provided or cancelled in accordance with the applicable terms and conditions of the Booking Agreement entered with each Parking Owner. If your Account is in credit we will pay the balance to you within a reasonable period of your Account being closed.

Terminating your account will not affect the availability of some of your content and any outstanding payments owed to us will still be payable.

We may terminate or suspend your account (and any related accounts) and your access to the Services at any time, for any reason, and without advance notice. If we do so, it is important to understand that you don't have a contractual legal right to continue to use our Service.

Where your account has been terminated due to any of the reasons stated below, we will terminate your Account immediately and all pending Bookings will be cancelled and the Fees will be refunded to your Account. We reserve the right to terminate any other or subsequent Accounts that you may have. More specifically, we will immediately terminate your account if:

- You are in breach of any of the terms of this Agreement; or
- We suspect you are about to commit a breach of this Agreement; or
- You become or we suspect you are about to become bankrupt (or insolvent if you are a company).

If you or we terminate your account, you may lose any information associated with your account, including any content created by you.

We reserve the right to change, suspend or discontinue any of the Services or the entire Service at anytime, for any reason. We will not be liable to you for the effect that any changes to the Services or the Service may have on you, including your income or your ability to generate revenue through the Service.

The Terms will remain in effect even after your access to the Service is terminated or your use of the Services ends

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will be suspended for 30 days and after the lapse of this period, your right to use the Service will immediately cease. If we terminated your Account with immediate effect, you will no longer be entitled to use the Service and you will not be able to accept or make any new Bookings. Without prejudice to the foregoing, we reserve the right to deny access to the service or immediately cease effect to the use of the Service if:

- You are in breach of any of the terms of this Agreement; or
- We suspect you are about to commit a breach of this Agreement; or
- You have an outstanding record of unpaid debts with us; or
- You become or we suspect you are about to become bankrupt (or insolvent if you are a company).

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Parking Eagle Limited and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation Of Liability

The Service is provided for you to act as a Parking Owner or a Client under it without any guarantees, conditions or warranties as to their accuracy or functionality. To the extent permitted by law, we hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Service or in connection with the use, inability to use, or results of the use of our Service, any website linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect any liability which cannot be excluded or limited under applicable law, including death and personal injury.

In no event shall Parking Eagle Limited, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will Parking Eagle Limited ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by Parking Eagle Limited or any person for whom Parking Eagle Limited is responsible, and even if Parking Eagle Limited has been advised of the possibility of such loss or damage being incurred.

You are responsible for ensuring that you have adequate insurance cover to use the Service in addition to any vehicle insurance required by law.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Parking Eagle Limited its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Governing Law

These Terms shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

Privacy Policy

Please refer to our Privacy Policy. You agree that they constitute part of these terms. You must read our Privacy Policy before you use the Service.

Contact Us

If you have any questions about these Terms, please contact us at support@parkingeagle.com.