

# Terms of Use

*United Kingdom*

## Last updated September 2025

The Service (as defined hereinafter) provided by ParkBee Limited, registered with the Companies House under number 10130303 with its registered office at Fora - Borough, 180 Borough High Street, London, England, SE1 1LB ("**ParkBee**", "**us**", "**we**" or "**our**"), are subject to these Terms of Use ("**Terms**"). These Terms apply to any Agreement between ParkBee and the user of the service ("**Customer**", "**you**" or "**your**"). These Terms can also be found on ParkBee's website via <https://parkbee.com/en/pages/terms-of-use>.

### 1. DEFINITIONS

Certain terms appearing in these terms have a fixed meaning (whether or not the term is capitalised) unless otherwise specified:

"Agreement" means any agreement between ParkBee and the Customer regarding the use of (any aspect of the) Service, which may take any form, including an electronic agreement or distance agreement, whether in writing or otherwise, which Agreement is subject to these Terms;

"ANPR" means automatic number plate recognition;

"App" means the application of ParkBee available on mobile phones as well as other compatible devices such as smartwatches and infotainment systems of certain types of vehicles;

"Booking" means an online booking by the Customer through the App or a Third-Party Application of any parking space in a Car Park or Parking Location on a particular date and time, by providing the Number Plate and other personal data required (e.g. email address and phone number) for ParkBee to process the Booking as indicated;

"Camera System" means the automatic number plate recognition (ANPR) camera system that can be used to allow the Customer to enter or exit the Car Park;

"Car Park" means parking facilities in the area and/or building of garage owners managed by (or on behalf of) us and intended for the parking of vehicles;

"Community" means a ParkBee service that enables garage owners to provide access to the Car Park for tenants of the garage owner via smartphone

- a. Community Manager - the individual at the tenant of the garage owner who can create, modify and delete Community Members within the parking space made available; and
- b. Community Member - the tenant's employee who parks through the Community Manager, provided access to the Community Member. This access is provided through the smartphone (supporting the latest smartphone version);

“Confidential Information” means ParkBee’s information regarding the Service, documentation, software, trade secrets embodied therein and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which, if disclosed to any third-party, could reasonably and foreseeably cause competitive harm to the owner of such information. Confidential Information shall not include information which, as demonstrated by you, is: (i) publicly available, (ii) lawfully obtained by a party from third parties without restrictions on disclosure, or (iii) independently developed by a party without reference to or use of Confidential Information;

“EReg” means Association of European Vehicle and Driver Registration Authorities and/or its specific member in the related country;

“Force Majeure Event” means any events or circumstances, or any combination of such events or circumstances, which are not attributable to ParkBee, including but not limited to malfunctions of the internet or other telecommunications facilities, failures by (third) parties on which ParkBee depends when providing the Service (such as garage or real estate owners offering the Car Parks), power outage or failure, malfunctioning of the Car Parks, the defective condition of items, equipment, software, data provided by the Customer, or other materials which the Customer has instructed ParkBee to use and/or the non-availability of one or more members of staff (due to illness, strikes or otherwise);

“Number Plate” means the official registration number of a Vehicle, as included on the number plate(s) attached to the relevant Vehicle;

“ParkBee Product” means any of the Service or products offered by ParkBee from time to time, including but not limited to Parking Per Minute and Subscriptions;

“Parking Fee” means the fee that the user pays that is based on the monthly, daily, or hourly rate of the Car Park or Parking Location (including platform surcharge, the "marketplace fee," if applicable);

“Parking Location” means any parking space, location, lot and public parking zone, each time not being a Car Park, providing a parking space by using the Service;

"Parking Per Minute" means the service that allows the Customer to pay per minute for the exact time parked, by providing the Number Plate and other personal data required (e.g. email address and phone number) for ParkBee to process the Parking Transaction;

"Parking Transaction" means paying for and parking through ParkBee's Service;

“Payment Notice” means a notification requiring the Customer to pay any unpaid payment and Service Fee(s) and payments owing to a breach of obligations;

“Service” means ParkBee’s parking management system (including its software and technology), allowing the Customers to park in vacant parking spaces of Parking Locations and Car Parks via App, Website or Third-Party Applications, including Parking Per Minute and Subscriptions, as well as any other additional services provided by ParkBee from time to time;

"Service Fees" means fees that ParkBee charges a Customer for the use of the Service, including Parking Transactions, Subscriptions and/or any other agreed fees. The Service Fees are calculated per Parking Transaction or Subscription and help ParkBee to provide the best locations and service for its Customers;

“Subscription” means the Agreement which allows the Customer to use a specific Car Park, either for a defined or recurring period, for which it pays a monthly subscription fee (including platform surcharge, the 'marketplace fee', if applicable) to ParkBee. A Subscription can be a Personal Subscription or a Business Subscription;

“Third-Party Application” means any third-party application in which the Service is integrated;

“Vehicle” means any vehicle used to convey passengers or items, including any mechanical device on wheels or tracks, its equipment, and accessories; and

“Website” means ParkBee’s website: <https://www.parkbee.com>.

## **2. SERVICES – GENERAL**

- 2.1. The Customer may purchase the Service, including a Booking, directly from ParkBee or through a Third-Party Application as relevant (such as other parking apps). When using a Third-Party Application, payment will be handled by the provider of the Third-Party Application.
- 2.2. When using the App, the Customer may need to register an account with ParkBee to complete a Parking Transaction. ParkBee may reject an application for an account.
- 2.3. An Agreement is concluded between the Customer and ParkBee once the Service or Booking is purchased/made.
- 2.4. The Customer can access their account via the App or Website, which includes access to relevant account information and a parking history.
- 2.5. Certain aspects of Services offered through the App may require the Customer to enable the “Allow location access” and/or “Allow notifications” functions on the Customer’s mobile device, vehicle or other technical solutions approved by ParkBee from time to time.
- 2.6. When the Customer uses the Service to make a Booking for which it pays the Parking Fees and Service Fees in advance, the Customer purchases the Booking directly from ParkBee. Payment is handled by ParkBee.
- 2.7. If the Customer overstays the period as booked in the Booking, the Booking shall tacitly be extended on a Parking Per Minute basis from the end time of the Booking until the actual time of exit from the Parking Location or Car Park. The Customer accepts that additional fees may be charged by ParkBee in case of overstay (including additional Service Fees). Additional Parking Fees and any additional fees charged for the overstay must be paid before leaving the relevant Parking Location or Car Park.
- 2.8. When the Customer uses the Parking Per Minute Service to arrive at a Parking Location or Car Park, the Customer purchases the Service directly from ParkBee. The Customer must pay for the Services before exiting the relevant Parking Location or Car Park.
- 2.9. Due to specific rules set by certain Car Parks, the Customer may, depending on the location of the Car Park, only be able to select a fixed parking duration which cannot be ended early or extended. In such event, this will be notified to the Customer when making use of the Services.

- 2.10. The Service may be integrated with Third-Party Applications. These Third-Party Applications are governed by their own terms and conditions and/or other relevant terms or (privacy) policies. The Customer's use of these Third-Party Applications will be governed by and subject to such terms and conditions and/or other relevant terms or (privacy) policies. The Customer acknowledges and agrees that ParkBee is not responsible or liable for the Customer's use of any Third-Party Application and/or for any Parking Transaction the Customer may enter into with the provider of any such Third-Party Application.
- 2.11. New additions or changes to the Services resulting in different product offerings may in the future be subject to separate fees.

### **3. PARKING FEES AND SERVICE FEES**

- 3.1. The Parking Fees and Service Fees payable by the Customer (as applicable from time to time) are displayed directly by ParkBee or via Third-Party Applications. Service Fees may not be applicable if the Customer has subscribed to a monthly pricing plan.
- 3.2. ParkBee may offer a monthly subscription plan a Customer may subscribe to, which waives Service Fees for Parking Transactions, in exchange for a fixed monthly fee. A Customer can activate or terminate such a plan at any time, with effect from the next monthly billing period. No refunds are provided for partial months upon cancellation.
- 3.3. The amount payable by the Customer for a Booking must be accepted in order to complete the Booking successfully. Depending on how the Booking is made, the Booking fee, amounting to the combination of the Parking Fees and Service Fees, will have to be paid either in advance or afterwards, for instance through SEPA direct debit.
- 3.4. ParkBee may pre-authorise a variable amount on the preferred payment method of the Customer to verify sufficient funds for use of the Services. This amount is dependent on multiple factors, such as the hourly parking rate at the selected location or the estimated total Parking Fee. Once a parking session is ended using the App, such pre-authorised amount will be adjusted to match the actual Parking Fee, which is then charged to the selected payment method.
- 3.5. To set up SEPA direct debit, ParkBee may request a verification payment (e.g. GBP 0.01) to confirm the relevant IBAN account used. The Customer, by providing their IBAN and confirming this payment, authorises ParkBee and its payment service provider(s) to send instructions to the relevant bank and debit the account. The Customer may request a refund for the relevant parking session, in accordance with the terms and conditions of their banking agreement. Any refund must be claimed within 8 weeks from the transaction date. A fee of up to GBP 25 may be charged for each unjustified refund. ParkBee will deactivate the account of a Customer in the event that payment for a parking session cannot be collected.
- 3.6. The Customer may save certain payment methods in their account. The Customer shall ensure that the selected payment method is active, unrestricted and connected to an account (where applicable) with adequate funds or credit available.
- 3.7. Unless agreed otherwise, the Customer is obliged to pay the Parking Fees and Service Fees and to follow the instructions in the payment statement, as supplemented to these terms and conditions. Failure to do so may result in a Payment Notice.

- 3.8. ParkBee is at all times entitled to change the Parking Fees and Service Fees in a reasonable manner and to the extent permitted by law, and/or to change the pricing model. Any Bookings made before such changes will not be affected.
- 3.9. ParkBee may use a dynamic pricing model to determine the appropriate Parking Fee and Service Fee. This means that Parking Fees and Service Fees may increase during peak hours, which is determined by algorithms, supply, demand and location, and may vary by Car Park and by Parking Transaction.
- 3.10. The Service Fees are not refunded in the event of a cancellation by the Customer. Services Fees will be refunded if ParkBee cancels the booking due to unforeseen circumstances.
- 3.11. ParkBee reserves the right to amend its prices and fees. For Services subject to monthly fees, such amendments shall take effect no earlier than thirty (30) calendar days after the Customer has been notified. For Services charged on a per-transaction basis, amended prices and fees shall apply immediately and take effect at the time the Customer books the relevant Service. The applicable prices and fees are displayed in the App, Website or Third-Party Application at the time of booking.

#### **4. BOOKINGS**

- 4.1. Certain Car Parks allow for Bookings to be made for a particular time period in advance, as indicated in the Booking process. A Booking may, in some situations, be mandatory for using the Services in a particular Car Park.
- 4.2. Once a Booking is made, the Customer shall be entitled to access the relevant Parking Location or Car Park for the time as indicated during the Booking process. The Customer should ensure that they are able to enter the Parking Location or Car Park within the mentioned time period before completing a Booking.
- 4.3. Once a Booking has been made, it can be changed or cancelled up to 1 hour before the start of the Booking. No refunds will be given by ParkBee with respect to cancellation of any Booking after that period, in accordance with Regulation 28(1)(h) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. In exceptional situations in which ParkBee is unable to meet the Customer's request regarding a Booking (i.e. no free parking space is available), the Customer is entitled to a refund of the Parking Fees and Service Fees, provided that the Customer notifies ParkBee of this without delay via [support@parkbee.com](mailto:support@parkbee.com) or other available channels, as indicated on the Website or App.
- 4.4. In order to make a Booking, ParkBee requires the Number Plate of the Customer's Vehicle. Once the Booking has been made, the Customer can enter and exit the Parking Location or Car Park with the Vehicle whose Number Plate has been provided and/or with the help of third-party apps, in accordance with these terms and conditions. If the Customer also holds a business account, they can always select which account to use before entering the Car Park.
- 4.5. Certain Car Parks can be accessed by using ANPR. Relevant data, including the Number Plate, is processed in accordance with ParkBee's privacy statement to be found here: <https://parkbee.com/en/pages/privacy>.

- 4.6. ParkBee does not provide any technical support for the Camera Systems and assumes no liability for any interruptions or downtime. In such cases, the Customer must immediately contact the owner of the Car Park and/or the operator of the Camera System.

## **5. PERSONAL SUBSCRIPTION**

- 5.1. A Subscription is purchased directly from ParkBee. Once the Subscription is activated, the Customer can make use of the Services.
- 5.2. A Customer needs to set up a user account in order to use a Subscription. With the user account, a Customer can subscribe to a Parking Location or Car Park and set up a monthly billing cycle (based on the calendar months), unless otherwise agreed. ParkBee reserves the right to reject setting up an account for any (potential) Customer.
- 5.3. The Subscription will be activated on the start date chosen by the Customer when first subscribing for the Subscription. Payment for the first billing cycle (one month) can be made at any time within the user account, but must ultimately be completed no later than the chosen start date. The payment date for the first billing cycle will be considered the activation date of the Subscription. If the payment for the first billing cycle is not paid by the chosen start date, the Subscription will not be activated and the Customer will not be able to use the Car Park.
- 5.4. The Customer can cancel a Subscription anytime through their user account. When cancelled, the Subscription will stay active until the end of the then relevant billing cycle.
- 5.5. ParkBee can cancel a Subscription at any time on reasonable grounds in the event that keeping the Subscription active cannot be reasonably expected or due to unforeseen changes or changes beyond ParkBee's control.
- 5.6. A Subscription will automatically end at the end of the relevant active billing cycle. The Customer has the option to change the Subscription to another location, by contacting ParkBee customer support, whereby other or additional conditions may apply.
- 5.7. ParkBee is at all times entitled to adjust the Subscription fees in a reasonable manner and to the extent permitted by law.
- 5.8. Under applicable consumer protection laws, the Customer may have the right to cancel the Subscription within 14 days of purchase by notifying ParkBee's customer service. If the Customer has used the Subscription during the withdrawal period, the Customer is charged for the days the Subscription was used on a pro rata basis.
- 5.9. In case of late payment, statutory interest shall be due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, calculated from the due date until full payment is received. In addition, ParkBee is entitled to compensation for all reasonable costs incurred in collecting overdue amounts, including but not limited to Payment Notices and all debt collection efforts (which amount will at a minimum be GBP 40).

## **6. BUSINESS SUBSCRIPTION**

- 6.1. A Business Subscription is purchased directly from ParkBee. Once the Business Subscription is activated, the Customer can make use of the Services. ParkBee reserves the right to reject setting up an account for any (potential) Customer.

- 6.2. ParkBee will create a Community account for the Customer so that the Customer can add Community Members and users. Each Community Member and user must use Community and log in to enter and exit the Parking Location or Car Park to which the Business Subscription relates to.
- 6.3. The Business Subscription is active after signing the cooperation agreement and starts on the agreed start date as specified in such agreement. The Subscription is tacitly renewed monthly and uses a monthly billing cycle unless otherwise agreed in the cooperation agreement.
- 6.4. The standard payment term for all invoices shall be 30 calendar days from the date of the invoice.
- 6.5. If payment for any invoice is not received by ParkBee within the agreed 30 calendar days payment period, access to the Parking Location or Car Park to which the Business Subscription relates to may be terminated and a collection agency may be called in. In addition, a late payment service fee will be applied which will include and any reasonable costs incurred in recovering the debt. The late payment service fee will amount to the statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (excluding VAT) calculated based on the original invoice. The additional late payment service charges will be applied every 30 days during which payment remains outstanding, until the then full outstanding amount is settled.
- 6.6. ParkBee will notify the Customer of any late payment service fees applied to their outstanding balance. These notifications will be sent to the email address provided by the Customer in their account information.
- 6.7. Any payments received from the Customer will be applied to the outstanding balance in the following order: first to any late payment fees, then to accrued interest, and finally to the principal invoice amount.
- 6.8. In the event of a dispute regarding the late payment fee or any other aspect of the invoice, the Customer must promptly notify ParkBee in writing. The parties will work together in good faith to resolve any disputes in an equitable and timely manner.
- 6.9. A delay in applying late payment fees shall not constitute a waiver of ParkBee's right to impose such fees.
- 6.10. The Customer may terminate the Business Subscription at any time against the end of the then current billing cycle, taking into account a notice period of one calendar month. This termination must be submitted in writing at [abonnement@parkbee.com](mailto:abonnement@parkbee.com). ParkBee will confirm the termination in writing.
- 6.11. ParkBee can cancel a Business Subscription at any time on reasonable grounds in the event that keeping the Business Subscription active cannot be reasonably expected or due to unforeseen changes or changes beyond ParkBee's control. The Business Subscription is automatically terminated at the end of the billing cycle. The Customer has the option to change the Subscription to another location, by contacting ParkBee customer support, whereby other or additional conditions may apply.
- 6.12. ParkBee is at all times entitled to adjust the Subscription fees in a reasonable manner and to the extent permitted by law.

## **7. CLAIMS AND COMPLAINTS**

- 7.1. If a Customer's Vehicle sustains damage, is stolen or any possessions are stolen from the Customer's Vehicle while parked at a Parking Location or Car Park the Customer should promptly:
- a. notify ParkBee's customer services department (to be contacted via [support@parkbee.com](mailto:support@parkbee.com) or via the contact details available on our Website or App;
  - b. in the case of theft, immediately inform the police; and
  - c. notify its insurers.
- 7.2. The Customer is required to inform ParkBee without delay of any changes or circumstances that may affect the purchased Service.
- 7.3. Any claims against ParkBee or complaints about the Service, should be addressed to the customer services department to be contacted via [support@parkbee.com](mailto:support@parkbee.com). Before submitting a claim, please be informed of and refer to clause 24 (Liability) of these Terms, which set out the extent of ParkBee's responsibility and liability in relation to any damages or loss. The Customer shall provide reasonable assistance to any investigation made by ParkBee in relation to the complaint.
- 7.4. In the event of certain malfunctions in the Car Park, the Customer may, under certain circumstances, be entitled to compensation in accordance with [the policy](#) published on the Website.

## **8. OBLIGATIONS OF THE CUSTOMER**

- 8.1. The Customer shall:
- a. comply with all applicable laws and regulations, signs, and traffic rules in or at a Parking Location or Car Park, including any applicable specific location/garage terms;
  - b. if applicable, park within the limits of a marked bay for ParkBee in a Car Park;
  - c. not park within a bay designated for a specific purpose when he is not entitled to do so (for example, and without limitation, parking in a space designated for disabled persons without an appropriate disability badge displayed, and/or parking in a space for electric Vehicles when not using the charging facility); and
  - d. timely pay all amounts due for his Booking and comply with the requirements set out in clause 12 (Ticket Types and Payment Methods) of these Terms.
- 8.2. In the event of a breach of its obligations included in clause 8.1, a penalty of GBP 60 per breach shall immediately be due and payable, which is without prejudice of ParkBee's right to terminate the Agreement and/or seek compensation for actual damages incurred. Such penalty can be collected via payment methods offered by ParkBee or Third-Party Applications.
- 8.3. The Customer is solely responsible for:



- a. correctly starting and ending their parking session and ensure that their Booking is for the correct location of their parking session (for example, ensuring that the Booking matches the zone code of the Parking Location);
  - b. ensuring that the relevant Vehicle is equipped with the correct Number Plate and that such Number Plate is correctly installed and visible (including for Camera Systems);
  - c. paying for the relevant parking session through an alternative method (e.g., at a parking meter) if the Service is unavailable or not functioning—whether due to issues with the Customer’s mobile phone, other technical equipment (including anything include in the Vehicle), or failures, disruptions or delays in phone, internet, communication networks, the Camera System, or GPS. Failure to do so may result in a parking fine or other applicable fee or charge for incorrect parking; and
  - d. parking fines, fees and/or charges for incorrect parking and the payment. Any parking violation is solely a matter between the Customer and the relevant (law) enforcement authority.
- 8.4. If the Parking Location, Car Park and/or the equipment in the Car Park is damaged by the Customer, their Vehicle or its contents, and/or the passengers in the Vehicle, then, except where the damage arises as a direct result of ParkBee’s wilful intent or negligence, the Customer is responsible and liable for compensation of any damages inflicted. The Customer shall indemnify and hold ParkBee harmless from any third-party claims arising from damages caused by them.

## **9. SECURITY OF THE VEHICLE**

- 9.1. Unless the Customer is specifically instructed by ParkBee not to do so in the case of emergency, the Customer shall ensure that their Vehicle is left securely locked with all windows securely closed and any Vehicle alarm, steering lock or similar device fitted must be engaged, if applicable. ParkBee is neither responsible nor liable for any damage or loss arising from a failure by the Customer to properly secure its Vehicle. The Customer is solely responsible for their parking session and accepts that they are parking at their own risk.
- 9.2. In, at or near Parking Locations or Car Parks, CCTV cameras may be operational. The Customer acknowledges that CCTV may act as a deterrent to criminal activity. ParkBee does not make any representation as to the coverage provided by such CCTV or guarantee of the security of the Customer’s Vehicle if the video surveillance cameras are installed in, at or near Parking Locations or Car Parks.
- 9.3. Any possessions left in a Vehicle are left entirely at the Customer’s risk. ParkBee is not liable for any theft by third parties from the Customer’s Vehicle.

## **10. ENFORCEMENTS OF THESE TERMS**

- 10.1. ParkBee may either manually or on the basis of automated processes, including through CCTV, ANPR or the analysis of parking data (such as check-in or check-out data), check whether the Customer complies with these Terms. ParkBee reserves the right to request and obtain additional information through the EReg. ParkBee may engage third-party services, such as private security or enforcement companies. Where these Terms refer to a right for ParkBee to impose additional fines or charges, such fines or charges may inter alia be collected by ParkBee itself, via Third-Party Applications or through a bailiff.

## **11. SAFETY**

- 11.1. For safety reasons the Customer is not entitled to remain in their Vehicle in the Car Park or elsewhere in the Car Park except for the purposes of parking or removing the Vehicle. After the Customer has parked their Vehicle, the Customer must proceed immediately to the nearest passenger lift, staircase, or exit, following the recommended route (if any). The Customers are only entitled to use the Car Park in accordance with these Terms and additional instructions as applicable and shall not access any other buildings, locations, or other places in connection with the Car Park, unless such buildings, locations or places contain ParkBee signs from which follows that these are ParkBee approved walkways. The Customer must not, in any circumstances, exit the Car Park by walking under a Vehicle exit barrier, unless the Car Park does not offer another exit and requires the Customer to exit through or by circumventing the entrance.

## **12. TICKET TYPES AND PAYMENT METHODS**

- 12.1. The Customer must, depending on the payment methods available, pay the Parking Fee or costs for Personal Subscriptions, including any Service Fees, via the Service or via Third-Party Applications in which the Service is integrated as applicable. ParkBee reserves the right to offer other payment methods via the Service. For Business Subscriptions, payment is made via credit card or invoicing.
- 12.2. The Subscription fees and Service Fees (for both personal and business Subscriptions) are collected in advance for the month or quarter to which these costs relate.
- 12.3. The (digital) parking ticket is only valid for the Vehicle in respect of which it is issued.

## **13. ACCESS AND RELOCATION OF VEHICLES**

- 13.1. ParkBee reserves the right to refuse the admission of any Vehicle to the Parking Location or Car Park for any legitimate reasons.
- 13.2. ParkBee reserves the right to move Vehicles within the Car Park using whatever method it considers appropriate (even if, as a consequence, damage is caused to the Vehicle) to the extent that is reasonably necessary for the purposes of safety of persons or property, or to avoid obstruction at the Car Park.
- 13.3. ParkBee reserves the right to move or have moved at its instruction Vehicles within or remove them from the Parking Location or Car Park, at its own initiative or upon request of the party offering the Car Park or appropriate (law) enforcement, using whatever method it considers appropriate (even if, as a consequence, damage is caused to the Vehicle), in the event the time the Vehicle is parked in the Parking Location or Car Park exceeds the amount of time allowed in the Booking.
- 13.4. ParkBee reserves the right to ask a lawful authority to remove any Vehicle to another reasonably convenient parking location, whether or not operated by ParkBee, in the event the Parking Location or Car Park has to be closed, permanently or temporarily, either in whole or in part, or if the Parking Location or Car Park has to be evacuated in an emergency.

- 13.5. To the extent that it is necessary to do so in the exercise of the rights conferred upon ParkBee in this clause, ParkBee reserves the right to drive or otherwise take your Vehicle onto a public highway. In doing so ParkBee will take reasonable care of the Vehicle.
- 13.6. If ParkBee invokes its rights under this clause 13, the Customer will be responsible for all costs made by ParkBee.

#### **14. ABANDONED VEHICLES**

- 14.1. ParkBee is entitled to regard as abandoned any Vehicle left in a Parking Location or Car Park for more than 28 calendar days without prior notification to ParkBee, or which is not known to be covered by a current valid reason, Subscription, or other ticket or booking.
- 14.2. ParkBee reserves the rights to engage and/or permit a lawful authority to remove (or where ParkBee is unable to identify the current legal registered keeper of the Vehicle, to take steps to remove) and to dispose of Vehicles. If ParkBee invokes its rights under this clause 14, the Customer will be responsible for all costs made by ParkBee including additional costs for parking in the Car Park.
- 14.3. Before proceeding with the disposal of abandoned Vehicles ParkBee will:
- a. refer the matter to the appropriate authorities, which may include the local police and the EReg; and
  - b. affix a notice to the Vehicle at least seven (7) days before the date on which ParkBee proposes to remove the Vehicle stating that the Vehicle will be removed when that period expires.

#### **15. PROHIBITED ACTIVITIES AND ABUSE**

- 15.1. A Customer may not tow any Vehicle into a Car Park except as part of services offered at the Car Park by persons authorised by ParkBee. The Customer may not (procure) work on and/or clean the Vehicle, other than with ParkBee's prior specific permission. In the event of Vehicle breakdown, the Customer must contact the Car Park attendant to ensure that the Vehicle removal or repair is organised without causing disruption, damage or danger to any other person or property in the Car Park.
- 15.2. No activity in connection with the selling, hiring or other disposal of vehicles or goods or services may be carried out in a Parking Location or Car Park without ParkBee's prior specific written permission.
- 15.3. The Customer is not allowed to dispose of any items or drop litter in, at or near a Parking Location or Car Park. Customers are requested to place any rubbish/litter in bins or to take it away with them when leaving the Parking Location or Car Park.
- 15.4. Customers are not allowed to pour petrol, or any other fuel, into their Vehicle whilst it is in a Parking Location or Car Park. Customers are also not allowed to take petrol, or any other fuel, out of their Vehicle whilst it is in Parking Location or Car Park.
- 15.5. Smoking is forbidden within the Car Park in accordance with its relevant safety requirements as included at such Car Park.

- 15.6. Anti-social behaviour will not be accepted in ParkBee's Car Parks. This includes (but is not limited to) drinking alcohol, taking or dealing in illegal substances, fighting and/or loitering. Car Parks are designed for the sole purpose of parking Vehicles. If Customers cause a nuisance or disturbance to others, it may be recorded by CCTV and action may be taken against them.
- 15.7. Customers should not take photos or carry out any filming within the Car Park without ParkBee's written consent.
- 15.8. The Customer is not allowed to fraudulently or artificially modify, shorten, manipulate, or alter the time of their Booking and relevant payment. By way of example: the Customer is not allowed to pretend to leave the Parking Location or Car Park while their Vehicle is still parked, or to pretend to enter the Parking Location or Car Park, while their Vehicle is already parked. In the case of a violation of this clause, ParkBee is entitled to impose (or have imposed) a fine of GBP 300, and also to charge the Customer for the actual or estimated parking fees which the Customer was owed to ParkBee.

## **16. CONFIDENTIALITY**

- 16.1. The Customer shall keep Confidential Information about ParkBee strictly confidential. The Customer shall not in any way disclose to anyone any Confidential Information about ParkBee, including (but not limited to) any information about the Service, the provision of the Service, any activity, financial matter, business plan, intellectual property right, information system, working method, employee and supplier relating to the Service. The foregoing does not apply if and insofar as:
  - a. Customer is obliged by law to disclose such information, in which event the Customer shall consult with ParkBee about how this will be effected; or
  - b. the Customer has obtained prior written consent from ParkBee.

## **17. DATA PROTECTION AND PRIVACY**

- 17.1. ParkBee processes personal data (including data relating to the Number Plate or owner) in accordance with ParkBee's privacy statement, which may be consulted here: <https://parkbee.com/en/pages/privacy>, and in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

## **18. INTELLECTUAL PROPERTY, OWNERSHIPS AND RESTRICTIONS**

- 18.1. The Customer acknowledges that all rights, including but not limited to intellectual property rights protected under the applicable intellectual property right laws, titles and interests in and to the Service are owned by or licensed to ParkBee, software applications and application programming interfaces related to the Service, and any modifications and enhancements thereof, as well as contents, material and information made available via the Service, are owned by or licensed to ParkBee and vest and remain vested in ParkBee including without limitation all intellectual property rights, and such rights are protected by international intellectual property laws.

- 18.2. The Customer will not: (i) copy, reproduce, alter, modify, or create derivative works from the Service; (ii) license, sublicense, sell, resell, rent, lease, distribute, transfer, timeshare, assign or resell the Service, or use the Service as the basis for unlawfully developing a competitive solution (or contract with a third-party to do so); or (iii) remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Service. The Customer will use the Service in compliance with all applicable laws and regulations.
- 18.3. The Customer will not: (i) sub-license its right to access and/or use the Service; (ii) permit any unauthorised person or third-party to access or use the Service; (iii) use the Service to provide services to third-parties; (iv) republish or redistribute any content or material from the Service; and (v) make any alterations to the Service; (vi) circumvent (technical) measures or misuse the Service in any way in order to prevent or limit payment of the Parking Fees and Service Fees due.
- 18.4. The Customer will not authorise or encourage any third-party to (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by ParkBee; or (ii) use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service.
- 18.5. If the Customer does not comply with this clause 18, ParkBee may hold the Customer liable and claim compensation for damages already suffered and/or for future damages.

## **19. TERM AND TERMINATION**

- 19.1. If the Customer has subscribed to a monthly pricing plan, the Customer may terminate the subscription at any time before the end of the ongoing month. It is the sole responsibility of the Customer to end a subscription if the Customer is no longer using the vehicle associated with it.
- 19.2. After notice of termination of the subscription, the subscription will remain in effect until the last day of the ongoing month. No (partial) refund shall be provided for the duration of the notice period.
- 19.3. ParkBee has the right to terminate the Agreement and/or suspend the Services in case the Customer:
- a. is in material breach of its obligations and/or ParkBee has reasons to believe that the Customer will not be able or willing to fulfil its obligations;
  - b. has been declared bankrupt or ParkBee has reason to believe that bankruptcy is imminent;
  - c. if ParkBee has determined or has reason to believe that the Customer has regularly violated applicable rules and regulations when using the Services and/or has engaged in disruptive behaviour.

## **20. FORCE MAJEURE**

- 20.1. ParkBee shall not be liable for any non-performance of its obligations pursuant to the Terms if such non-performance is caused by a Force Majeure Event. In case of a Force Majeure Event, ParkBee has the right to suspend the execution or further execution of the Service.

## **21. LIABILITY**

- 21.1. The Customer acknowledges and agrees that parking is at their own risk. The Service does not include (permanent) surveillance of the Vehicle by ParkBee or any other party. ParkBee excludes all liability, to the extent permitted by law, for any damage resulting from theft, loss of, or other damage to the Vehicle or belongings of the Customer placed in the relevant Car Park, including but not limited to incidents caused by malfunction or misuse of Car Parks gates.
- 21.2. The Customer acknowledges and understands that the Service, as an internet-delivered software application, may experience periods of downtime, including but not limited to scheduled maintenance, and that ParkBee depends on the availability and accessibility of third-party software. ParkBee does not and cannot warrant that the Service will be error-free or operate without interruptions or downtime, that the parking spaces offered via the Service are available in the Car Park or that the results obtained from the Services meet the Customer's needs. ParkBee excludes all liability in that regard, to the extent permitted by law, for any damages resulting from downtime of third-party software including Camera Systems.
- 21.3. ParkBee is not liable for any damages that is a result of the Customer's own fault or negligence, including when a Customer (i) has technical errors using the App or Website, (ii) has provided ParkBee with wrongful information, (iii) has not correctly started or ended parking sessions or (iv) makes incorrect use of the Services.
- 21.4. ParkBee makes no representations or warranties, whether express, implied, or statutory, with respect to the Service provided hereunder, including the Service and any documentation, content, data, and materials made available with the Service. ParkBee specifically disclaims any implied warranties of merchantability, fitness for a particular purpose, non-infringements, and accuracy.
- 21.5. In no event shall ParkBee be liable to the Customer for any direct, indirect, incidental, special, punitive, or consequential damages (including but not limited to loss of profit, missed savings, damage due to company stagnation, reputational damage) whatsoever resulting from and/or in connection with (i) any claim of any nature arising under the Terms (ii) mistakes, or inaccuracies of content or information available via the Service (iii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Service (iv) any errors, viruses, bugs, trojan horses, interruptions or downtime of the Service and/or third-party software (v) any use of the Service by the Customer.
- 21.6. ParkBee's aggregate liability shall in no event exceed an amount of GBP 2,500, except in the event the relevant damages arise as a result of wilful misconduct or gross negligence from the side of ParkBee.
- 21.7. The Customer agrees to hold harmless and indemnify ParkBee, and its affiliates, management, officers, agents, subcontractors and employees from and against any third-party claim arising from or in any way related to Customer's, including its affiliates, management, officers, agents, subcontractors and employees, and or other person's (i) use of the Service; and (ii) violation of the Terms, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.
- 21.8. The limitations of liability as set in this clause 21 may also be invoked by the relevant Car Park garage or real estate owner vis-à-vis the Customer.

## **22. GENERAL**

- 22.1. ParkBee reserves the right to unilaterally amend these Terms from time to time, which amendments will take effect immediately after ParkBee made these amendments available to the Customer. If the Customer does not agree to the revised Terms, the Customer should inform ParkBee immediately and discontinue the use of the Service.
- 22.2. The Customer consents to the use of his data for marketing purposes as stated in ParkBee's Privacy Statement: <https://parkbee.com/en/pages/privacy>.

## **23. GOVERNING LAW AND JURISDICTION**

- 23.1. These Terms are governed by and shall be construed in accordance with the laws of England and Wales. This does not affect any mandatory consumer protection rights you may have under UK law that cannot be excluded by contract.
- 23.2. Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts of England and Wales.