

Terms and Conditions ParkU - Street Parking

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For the use of the service ParkU Street Parking ("street parking" and payment through the mobile application on public streets) provided by ParkU A GmbH in cooperation with Trafficpass Holding GmbH (henceforth "Trafficpass") and the ParkU platform (this service is henceforth called "ParkU Street Parking"). Using the ParkU app, virtual car parking tickets according to the local restrictions and regulations by the councils / cities can be purchased.

1. Registration

To use ParkU Street Parking, a ParkU account is required. Before the first use of ParkU Street Parking, the user will be requested to agree to the ParkU Street Parking terms & conditions. These terms & conditions can be found at www.parku.com/terms for both Austria and Germany. The general terms & conditions for the use of the ParkU platform, which are accepted upon registration on the platform, are ancillary. In the case of any contradictions, the Street Parking terms & conditions are applicable to the Street Parking service.

The registration can be completed on common smart phones (Android, iPhone), tablets and computers on www.parku.com.

2. Activation of „ParkU Street Parking“

After completing the registration process, the ParkU app can be downloaded from the app store onto a smart phone (Android, iOS) free of charge.

Once the user name and password have been input and a car registration has been saved to the account, the system is ready to use. In order to purchase a car parking ticket, a payment method needs to be input and authorised.

3. Usability and Completion of the contract / purchase of parking tickets

The user / customer of ParkU can use ParkU Street Parking in all cities where ParkU Street Parking is available (conditional on the current ParkU offer and the availability of parking spaces).

The user enters into a contract with ParkU to purchase a parking ticket once the user has opted for the Street Parking function in the app, selected the parking zone and pressed the button "Start charging". At this point the virtual parking meter starts running and a virtual parking ticket is purchased in accordance with the local regulations by the council / city. The purchase agreement between the user and ParkU is stored by ParkU and is completed in German or English. The purchase of a parking ticket is not an entitlement to a parking space. It merely permits parking, similar to an ordinary parking ticket from a ticket machine. ParkU cannot control or guarantee whether a parking space is actually available. If the virtual parking meter is activated when no parking space is available, the purchase agreement is completed and the parking fee as well as the ParkU service fee will be charged. The contract with ParkU is finalised and ends with the customer pressing the "stop" button, at which point the parking ticket ends. Subsequently the user receives an invoice by email.

The customer acknowledges that parking in public streets / parking spaces owned by the council / city and the purchase of a parking ticket is subject to public law, rather than contract / civil law. The public legal relationship is subject to the road traffic act. The legal relationship between the user and ParkU is subject to civil law.

4. „ParkU Street Parking“ – Tariffs and Terms of the Councils / Cities

When using ParkU Street Parking, the user accepts the locally applicable terms and conditions of parking tickets issued by the local authorities (councils / cities). The customer is obliged to pay the parking fees to ParkU. In addition to the parking fees determined by the local authorities, ParkU charges a service fee <http://wordpress.parku.io/en/faq/#costs>.

For each Street Parking transaction, a minimum total charge of €0.50 is payable to ParkU even if this amount is not reached.

The customer is obliged to identify him-/herself as a “smart parker” (payment via app) by applying a badge / vignette clearly visible on the inside of the windscreen. This badge / vignette can be downloaded from the ParkU or Trafficpass websites (www.parku.com), in order to print and attach it. Alternatively, the badge / vignette can be requested to be sent by post. More information on this can be found on www.parku.com. Without such a badge / vignette (or another “smart parking” / “mobil-parken” logo) ParkU Street Parking cannot be used. The lack of a badge / vignette can lead to parking fines even if a ticket was purchased via ParkU because traffic wardens will be unable to associate the car with ParkU’s Street Parking electronic ticketing system. Any incurred costs (such as parking fines or towing costs) resulting from the lack of a badge / vignette have to be covered exclusively by the user. These costs will not be reimbursed by ParkU or the councils / cities, regardless of whether the ParkU virtual parking meter was activated if the user did not display a badge / vignette. Furthermore, a reimbursement or indemnification of the parking fees and service charge is not possible.

5. Invoicing

ParkU invoices the user for the service provided after the transaction was completed and the parking duration has ended. The invoice is sent to the user automatically by email to the email address registered with ParkU after the parking transaction has ended and was successfully completed.

6. Payment

Payment is strictly possible using the payment methods offered for ParkU Street Parking. These payment options can vary from the other payment methods offered by ParkU for other services. At the beginning of a Street Parking transaction a deposit of €30 is blocked from the authorised payment method provided by the user, which will be released less the actual parking and service fees after the end of the parking transaction.

7. Tariffs „ParkU Street Parking“

The current ParkU service fees are outlined on the website (www.parku.com/faq). The service fees will be shown in the app before pressing “start charging”.

All fees are inclusive of any taxes where applicable.

The use of ParkU Street Parking requires a functioning internet / mobile data connection. This can lead to charges according to your telecommunications provider.

8. Availability of ParkU Street Parking and the ParkU System

For the availability of the service ParkU Street Parking, the following applies:

- for ParkU Street Parking: a valid internet / mobile data connection is required

- the ParkU website www.parku.com is generally available 24/7. ParkU does not take responsibility for any technical faults and outages, leading to temporary unavailability of the service

In the aforementioned cases, ParkU is not obliged to provide the service for the duration of the outage / system failure.

9. Liability / Applicable Laws

ParkU explicitly refers that every user of Street Parking is obliged to comply with the applicable parking and traffic laws locally applicable. ParkU cannot be held liable or responsible for any breach of laws and regulations by users. Furthermore, ParkU and Trafficpass carry no responsibility if the user leaves the vehicle before the virtual parking meter has been activated. In addition, the user shall not park illegally where parking is not permitted.

This contract is governed by German law. The place of jurisdiction, wherever possible, is Berlin.

10. Right of Revocation

The customer has no right of revocation (in accordance with § 3 KSchG he also has no right of revocation if the customer is a consumer according to iSd § 1 KSchG).