

Truck Parking Europe (TPE) booking platform terms and conditions

TPE offers an online portal (the "Portal") allowing Parking Operators to offer Parking Space at their Parking for Users to book Parking Space via Truck Parking Europe throughout Europe (the "Service"). On our Portal it is also possible for Users to exchange experiences on Parkings, gas stations and truck rest stops in certain regions.

These terms and conditions are available on <https://www.truckparkingeurope.com/terms-and-conditions> and apply to all our Services made available online, through any mobile device, by email or by telephone. These conditions apply to every Agreement entered into between TPE and the Parking Operator. TPE hereby expressly rejects the applicability of terms and conditions that the Parking Operator seeks to impose or incorporate.

Through the Platform, we (PTV Truckparking B.V. and its (future) affiliate partners) provide an online platform through which Parking Operators – in their professional conduct of business (i.e. B2C or B2B) – can advertise, market, lease, promote and/or offer (as applicable) their products and/ or services for order, purchase, reservation, hire, and through which relevant visitors of the Platform can discover, search, compare, and make an order, reservation, purchase or payment (i.e. the lease of parking space).

TPE solely acts as a provider of electronically supplied services to the Parking Operator and/ or the User. The lease of parking spaces through the Portal is concluded between the Parking Operator and the User. TPE is not liable for any obligations and/ or financial damages relating to the lease agreement concluded between the Parking Operator and the User.

By accessing, browsing and using our (mobile) website or any of our applications through whatever platform and/or placing one or more Parkings on our Portal, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the privacy statement).

1. Definitions 1.1. Throughout these terms and conditions the following capitalized words have the following meaning (whether singular or plural):

- "Agreement" means every agreement entered into by TPE and Parking Operator regarding the provision of the Service by TPE;
- "Available Period" means the period of time that the Parking will be available for Users, as indicated by the Parking Operator through the Portal.
- "TPE", "us", "we" or "our" means PTV Truckparking B.V., the Netherlands, a limited liability company incorporated under the laws of the Netherlands, and having its registered address at Energieweg 1, 3542 DZ Utrecht, the Netherlands.
- "Parking Service" means the lease of parking space by the Parking Operator to the User.
- "Parking Fees" means the compensation that is due by Users to Parking Operators.
- "Parking" means the parking lot containing Parking Spaces which the Parking Operator makes available for Reservation on the Portal.
- "Parking Operator" means the professional provider of Parking(s) to whom TPE provides services under these terms.
- "Parking Space" means one or more parking spaces on the Parking that the Parking Operator makes available for booking by Users through the Portal.
- "Portal" means a (mobile) website and app which is made available to both the Parking Operator and Users through which the Parking Operator can offer Parking Space to Users to book
- "Reservation" means the booking or reservation of (a) relevant Parking Space(s) at a Parking.
- "Service" means the online service of providing access to *i.e.* the use of, the "Portal".
- "User" means any registered user of the Portal and/or the Service, including planners and drivers.

2. Parking Operator rights and obligations

2.1. The Parking Operator warrants that the Parking Spaces will be exclusively accessible and available to Users via the Portal during the Available Period. The Parking Operator may change the availability of the Parking Space for Users via the Portal at any time.

2.2. The Parking Operator shall only make the Parking available to the User who booked the Parking Space at the Parking himself or by the vehicle driver appointed by him and only within the agreed period. The User shall not be allowed by the Parking Operator to sublease the Parking Space or make it available to third parties.

2.3. The Parking Operator or a third party designated by the Parking Operator must be reachable and available during the Available Period for offering assistance and support to Users in case of emergency.

2.4. The Parking Operator has taken note of TPE's User terms and conditions as imposed by TPE on the Users and the Parking Operator is aware of the User's obligations in that regard.

2.5. The Parking Operator warrants that he is authorized to make the Parking and the Parking Spaces available to Users during the Available Period and shall indemnify TPE for any loss suffered as a result of any breach of this warranty.

2.6. The Parking Operator ensures that it provides TPE with a valid VAT identification number. Should the Parking Operator fail to do so, than TPE will hold the Parking Operator liable for, and the Parking Operator will reimburse TPE with, any financial damages including but not limited to tax assessments.

3. TPE rights and obligations

3.1. TPE shall place the Parking that is made available by the Parking Operator on the Portal through TPE's API during the Available Period. TPE reserves the right to withdraw (the availability of) the Parking or Parking Space via the Portal where it considers it necessary to do so based on good reasons.

3.2. TPE is entitled to disclose that the Parking Operator is TPE's client. During the term of this Agreement, and unless otherwise agreed in writing, the Parking Operator grants TPE the right to reference Parking Operator's company and Parking name, along with relevant logo('s), in marketing materials and on TPE's public website.

3.3. TPE shall use reasonable endeavors to collect Parking Fees from the Users actually using Parkings.

3.4. TPE will not be responsible for any business rates payable in relation to any Parking. If any such rates are deemed payable, they shall be the sole responsibility of the Parking Operator.

3.5. TPE may process and adapt the Parking Operator's texts, graphical presentations and other content and information in such a way that these can be displayed on the Portal, in apps and through the API as required. The presentations may vary, depending on the platform used.

3.6. TPE endeavors to ensure the availability and correct functionality of the Portal however it does not guarantee the correctness and completeness of the information contained therein, including the identity and further details of the Users. The Portal (or parts of it) may be temporarily unavailable or availability might be limited for maintenance or other reasons, without any claims against TPE arising for the Parking Operator.

4. Misconduct by Parking Space Users

4.1. In case of unauthorized use of a Parking and/or a parking place or misconduct by a User, the Parking Operator will inform TPE as soon as reasonably possible.

4.2. In case of such misbehavior, TPE will be at liberty to decide when and how to deal with such User at its sole discretion. TPE shall inform the Parking Operator of final settlements resulting from TPE's decisions in that regard.

5. Exclusivity

5.1. During the term of this Agreement (irrespective of the reason for such termination), the Parking Operator will not enter into any agreement with (nor enter into consultations with or otherwise deal with) a third party that provides similar services as TPE where such agreement, consultation or dealing would be in competition with the service provided by TPE.

6. Payment of fees

6.1. TPE and the Parking Operator agree upon the fees payable (including Parking Fees and TPE fees) excluding VAT (to the extent applicable) for the Services provided by the parties under the Agreement.

6.2. Within seven (7) days of the end of each calendar month, the Parking Operator will, if and to the extent applicable, provide TPE with an overview of Parking Fees received by the Parking Operator in that month through cash payments made by Users.

6.3. Subject to receipt of the overview as described under clause 6.2 above, TPE will provide the Parking Operator, within fourteen (14) days of the end of each calendar month, with an overview of (i) Users that have booked and used Parking Space(s), (ii) the amount of the Parking Fees owed by the Users, (iii) the Users that booked, but did not use Parking Space(s) (*no-show*), and (iv) the deductible TPE fees (including those following from cash payments to the Parking Operator).

6.4. Within thirty (30) days following the end of each calendar month, TPE will pay the Parking Fees received in that calendar month to the Parking Operator, with deduction of the agreed upon fees payable by the Parking Operator to TPE.

6.5. TPE is entitled to set off any amounts owed by it to the Parking Operator against any payment owed by the Parking Operator to TPE. All monthly payments under this Agreement shall be made to the bank accounts mentioned in each relevant statement.

6.6. If and to the extent that there is a discrepancy between the Portal's administration and the overview as referred to under clause 6.2 above, the Portal's administration shall be decisive.

7. Terms and termination

7.1. This Agreement shall commence on the date of acceptance/ signing of this Agreement and shall be effective until terminated in accordance with clause 7.2.

7.2. Either party is entitled to terminate the Agreement by written notice to the other party, taking into account at least a three (3) months' notice period.

7.3. Each party shall have the right to terminate this Agreement, by written notice, with immediate effect if:

7.3.1. the other party is declared bankrupt or has been granted suspension of payment or if a petition requesting bankruptcy or suspension of payment is filed by or on behalf of the latter;

7.3.2. a liquidator, receiver, trustee or administrator is appointed for the other party or its business;

7.3.3. the other party becomes insolvent or admits its inability to pay its debts as they fall due or commences negotiations with one or more of its creditors with the view to a general readjustment or rescheduling of all or part of its indebtedness; or

7.3.4. the other party is in material breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days after notice of such breach and the request for the remedy thereof has been received by the breaching party.

7.4. Bookings for Parking Spaces existing at the date of termination shall remain unaffected by termination (however caused) of the Agreement.

7.5. TPE shall pay any Parking Fees owed to the Parking Operator in accordance with clause 6 within 45 days of the end of the calendar month in which the Agreement is terminated.

8. Intellectual property rights and license

8.1. We retain ownership of all (intellectual property) rights, title and interest to the Portal (including all content made available by the Parking Operator in the Portal). You are not entitled to copy, scrape or otherwise use the content without our consent.

8.2. By uploading text, photos/images or other content onto our Portal (for example in relation to the Parking) you warrant that you own the copyright to this content and you agree that TPE may use the uploaded content on its (mobile) website and app, in (online/offline) promotional materials and publications and share the uploaded content with 3rd parties through our API.

9. Miscellaneous

9.1. **Disclaimer:** Subject to the limitations set out in these terms and conditions and to the extent permitted by law: we shall only be liable for direct damages actually suffered, paid or incurred by the Parking Operator due to an attributable shortcoming of our obligations in respect of our obligations under this Agreement, up to an amount of the aggregate fees payable to the Parking Operator in the six months directly preceding the liability event. We are not liable, to the extent permitted by law, for any damage, whether inflicted by/to the Parking Operator, Users or 3rd parties, resulting from theft and loss of, or other damage to the Parking, vehicles (or other belongings) of Users.

9.2. **Assignment:** The Parking Operator shall not transfer its rights and obligations under the Agreement to a third party without express permission from TPE, which permission shall not be denied or delayed on unreasonable grounds.

9.3. **Variation:** TPE reserves the right to amend the Agreement (including these terms and conditions). Such amendments will take effect after TPE makes these amendments known to the Parking Operator.

9.4. **Translation:** We may translate the original English version of these terms and conditions into other languages. The translated version is a courtesy translation only. This means that you cannot derive any rights from the translated version. In case of any dispute about the contents or interpretation of these terms and conditions or an inconsistency or discrepancy between the English version and any local language version, the English version shall prevail.

9.5. **Governing law:** The Agreement, these terms and conditions and the provision of our Services shall be governed by Dutch Law. Any dispute arising out of these terms and conditions and/or our Services shall be exclusively submitted to the competent courts in Amsterdam, the Netherlands.

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