

## **I – GENERAL TERMS OF SALE**

### **1. Introduction**

The website en.neoparking.com, hereafter referred to as the Website, is published by NEOPARK SAS, a simplified stock company with capital of €66,000, registered on the PARIS trade register under number 481 680 098, with its head office at 140 bis rue de Rennes, 75006 Paris - telephone no. +33 9 8102 8428, represented by Mr Bruno VERPLANCKEN, in his capacity as Founder and Chairman,

These general terms of use are applicable as from the time they are published on line and apply immediately the first time the visitor uses the website. As a result, the visitor acknowledges being subject to the rights and obligations set out in these general conditions of use.

NEOPARK reserves the right to modify these general conditions of use at any time.

The visitor acknowledges having been informed that their agreement concerning these general conditions of use does not require the handwritten signature of this document.

The visitor is invited to save and print out these general conditions of use, which are binding to both parties.

It is the sole responsibility of any visitor who does not accept these general terms of use to stop using the services offered by www.neoparking.com

### **2. Definitions**

Visitor(s): Any natural or legal person who has accepted these general conditions of use when they first use the website.

Customer(s): Any natural or legal person who has accepted these general conditions in order to reserve a parking space or any other service offered by NEOPARK.

### **3. What does the website offer?**

The website can be used to compare and book parking spaces online.

It has three objectives:

- Let visitors compare available parking spaces in the vicinity of their destination;
- Let customers benefit from a guaranteed parking space and, where applicable, at a preferential rate (all car park operators have made a commitment to NEOPARK to offer a reduction on the regular price, on the number of spaces specifically assigned to NEOPARK);
- Let car park operators optimise management of parking spaces and maximise their occupancy rate.

The visitor selects a destination, arrival date, planned time of occupancy of the parking space, vehicle type and other search criteria, then searches for parking availability.

The search results shows the available parking spaces, the name of the car park operator, where applicable the distance from the destination, the price offering, the services offered by the car park operator (car wash, background music, etc.), NEOPARKING customer reviews of the car park, and the reduction to which the visitor is entitled.

Visitors wishing to book a parking space will first need to become a NEOPARKING customer, either by creating a NEOPARKING account or by making an express booking and filling in the online forms (name, address, vehicle identification, etc.) before paying for the booking.

#### **4. What the website does not do**

NEOPARK is not a representative or agent for car park operators.

NEOPARK is not a party in the relationship between the customer and the operator.

NEOPARK does not provide any guarantee of any kind regarding the relationship between a visitor and a car park operator.

#### **5. How to make a booking**

In order to benefit from the website booking services, visitors first need to register as a NEOPARKING customer or select the express booking service, for which they are not required to create an account. Registration is free of charge.

##### **5.1 Visitor registration**

There are number of stages in the registration process:

- Completion of the registration forms (full name, address, email address, vehicle identification, etc.);
- Choice of a password when creating an account;
- Reconfirmation of acceptance of the general terms of use and acceptance of the special terms of sale;

The customer represents and warrants that the information provided is accurate and undertakes to update it if it is subsequently modified.

NEOPARK reserves the right to refuse the registration of any visitor who does not comply with the abovementioned obligations.

##### **5.2 Acceptance of the general terms of sale**

The visitor's acceptance of these general terms via the registration interface requires two clicks (1. I check the box "I have read and accept the general terms of use and sale", 2. I click on the Confirm button) and serves as proof of acknowledgement of those provisions while confirming irrevocable acceptance of the general terms for subsequent visits to the website. Customers are informed that they should regularly consult the general terms of use and sale to check for updates.

The customer certifies the truthfulness and accuracy of the information provided.

The customer is solely responsible for safeguarding and ensuring the confidentiality of their login and password information, and the data that they provide. Any use of the login and password by the customer implies that the customer is accessing the website's services.

In the event of failure to comply with the registration rules and, more generally, the rules set out in these general terms of use and sale, the customer shall be immediately banned and their account closed

##### **5.3 Visitor's declaration**

The visitor represents and warrants, at the time of registration as a customer, to comply with the following conditions:

- provide clear, sincere, comprehensive and accurate information;
- not to prejudice any interests of the car park operator (brand awareness, reputation, etc.), especially by posting misrepresentative opinions;
- comply with the interior regulations and all other instructions given by the car park operator, either on the website or posted in the car park.

## **6. Website access and use**

### **6.1 Access**

The website or access to one or more services may be temporarily or permanently closed down, without notice or liability, and without the customer or visitor having any claim to compensation

The website is available 24 hours a day, 7 days a week, although this does not constitute an obligation for NEOPARK.

It is the responsibility of customers and visitors to ensure they have the skills and resources necessary (at their own expense: internet access, hardware, etc.) for access to the website.

### **6.2 Usage**

The website has been developed in compliance with French law and most notably the law on confidence in the digital economy, dated 21 June 2004, and law 2008-3 dated 3 January 2008 on developing competition in the interest of consumers.

It is therefore designed for use on French territory. Any access to the website outside this area is the sole responsibility of the visitor or member, and it is down to them to ensure the compliance of the website with local legislation in the area from which they are accessing the website.

## **7. Declarations by the car park operator**

It is brought to the customer's attention that the car park operator has confirmed that they comply with the legal and social rules in force and applicable to their business.

Likewise, the car park operator, operating in their professional capacity, declares that they have taken out professional liability insurance and that the policy is up-to-date

## **8. Data protection**

The information requested, notably via the registration forms on the website, is required to process the various operations. It may also be used to learn more about customers and adapt NEOPARK's offering to its customers' requirements.

The customer may write to the company at [correspondant-cnill@neopark.fr](mailto:correspondant-cnill@neopark.fr) to exercise their right to access and rectify information concerning them and stored in electronic files, under the provisions of the law dated 6 January 1978.

The declarations required by law no. 78-17 dated 6 January 1978 2004 on information technology, data storage and freedom, amended on 6 August 2004, have been made (submission receipt no. 1588047).

All personal data collected concerning the customer is subject to automated processing.

This data processing serves to:

- fulfil obligations with regard to the customer;
- inform the customer about new services.

If customers agree when logging on to the website, they will receive emails (electronic mail) containing news and exclusive offers.

Customers may ask to stop receiving these emails at any time, by clicking on the link provided at the foot of all emails sent out.

## **9. Content provided by car park operators**

Compliant with the provisions of the law dated 21 June 2004 on confidence in the digital economy, all car park operators are responsible for the content (photographs, comments, etc.) provided to NEOPARK and which may be displayed on the website. NEOPARK does not claim any property rights on this content nor any monitoring requirement regarding this content.

Since the aim of the website is to inform the customer of the car park operating conditions, it is the sole responsibility of the car park operator to check the data published on the website and ask for any errors to be rectified or further information to be added.

NEOPARK cannot guarantee that the information provided on its website is comprehensive and free from errors, nor can it guarantee that it is up-to-date.

Despite the care taken producing this website, the data is provided as is and NEOPARK does not represent or warrant it in any respect.

It is therefore the responsibility of the visitor or customer to make all necessary checks when using the data provided on the website, so that they are in possession of all the information required to make a decision consistent with their interests.

## **10. Property rights**

The elements belonging to NEOPARK, such as the website, brands, images, sound and video clips, texts, photos, logo, graphic identity, software, search engine, database and so on, although this list is not exhaustive, are the exclusive property of NEOPARK.

These general terms do not assign any type of intellectual property rights to the elements belonging to NEOPARK to the benefit of visitors or customers.

However, NEOPARK grants visitors and customers the non-exclusive, personal and non-transferable right to access its website, for use compliant with the provisions set out in these general terms of use.

## **11. Copyright and reproduction of content published online**

All the information found on the website is covered by copyright law. Any reproduction or representation is subject to agreement from the author, in pursuance of articles L.122-1 and thereafter of the French Intellectual Property Code:

The information written and/or published online by the website's publishers may not be freely reproduced without explicit authorisation from the website's director of publication.

The photos and documents published on this website remain the property of their respective authors and may not be copied and/or distributed without authorisation from their authors (contact the webmaster for further information).

Any reproduction, in full or in part, by any means whatsoever, done without the company's prior, written consent is unlawful and constitutes counterfeiting, likely to lead to criminal penalties.

## **12. Removal of a customer account**

### **12.1 Removal on NEOPARK's initiative**

NEOPARK reserves the right to suspend or remove, without notice and without compensation of any kind, the account of a customer who does not comply with these general terms of use or, more generally, any of the laws and regulations in force.

Moreover, the customer shall hold NEOPARK harmless against any opposition, claim, action and, generally speaking, any difficulty that may be brought before NEOPARK by a car park operator and caused by the customer's actions.

NEOPARK reserves the right to exercise any legal proceedings it deems necessary to defend its interests and claim damages to compensate the prejudice they have suffered.

#### 12.2 Removal on the customer's request

Registered customers can ask for their account to be removed at any time, without having to provide any special reason.

### **13. Responsibility**

NEOPARK shall not be held responsible for the failure to fulfil its obligations in the event of force majeure, in the sense of the term generally accepted by French law and courts, or for causes beyond its control, most notably related to the car park operator.

The customer represents and warrants to being solely responsible for their choice of car park, after viewing the content on the website. It is also their responsibility to check the information provided by the car park operator via the website.

NEOPARK is bound by a general duty of care and cannot be held liable, to the fullest extent permitted by applicable law, for:

- any immaterial damage,
- any indirect or consequential damage that may be caused, including any loss of profit (whether incurred directly or indirectly), any loss of clientele or business reputation, or any loss of data suffered by a customer;
- any loss or damage that a customer or visitor may suffer resulting from:
- the confidence placed in the exhaustiveness and accuracy of the data concerning the registration of a car park operator on the website;
- a car park operator's failure to provide NEOPARK with specific information on their car park;
- the customer's inability to safeguard the security and confidentiality of the password or information concerning their account.

### **14. Law**

These general terms are governed by French law, in both form and substance, regardless of the place from which the customer or visitor consults and uses the website.

### **15. Jurisdiction**

**IN CASE OF A DISPUTE, AND AFTER ATTEMPTS HAVE BEEN MADE TO SEEK AN OUT-OF-COURT SETTLEMENT, EXPRESS JURISDICTIONAL AUTHORITY IS ASSIGNED TO THE FRENCH COURTS AT THE PLACE OF THE WEBSITE PUBLISHER'S PREMISES, IF THE CUSTOMER OR VISITOR IS A TRADER, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, FOR EMERGENCY PROCEEDINGS OR INTERIM SECURITY RULINGS OR BY PETITION.**

## **II – SPECIAL TERMS OF SALE**

### **1. Preamble:**

These special terms of sale apply to all parking space bookings made by a customer. They complete the general terms of use, which remain applicable to all orders.

The customer is able to save and print out these special terms and the general terms, using the standard functions in their browser or on their computer.

The customer acknowledges having been informed that their agreement to these special conditions and general conditions does not require the handwritten signature of these documents.

The purpose of these general conditions is to define the rights and obligations of the parties within the framework of online booking of parking spaces available in the dedicated space on the website or the mobile application, from the time of placing of the order to after-sales services and guarantees, including payment.

## **2. Enforceability of the general terms of sale**

The version of the general terms of sale binding on customers is that featured on the website at the time of validation of the booking by the customer.

The different versions of the general terms of sale are archived by NEOPARK.

## **3. Information/guarantee**

Great care is taken over the online publication of information available prior to the booking procedure and concerning the main features of the car parks available for booking and the terms of payment. However, small variations, which should not affect the main features, may arise. These variations will never entail the contractual liability of NEOPARK.

The customer acknowledges having received all the useful information and advice required to take, under their sole liability, all decisions concerning their choice of car park(s). The customer has checked that they have the software and hardware required to open and read the file format relevant to the parking space booking.

## **4. Price**

The booking prices are indicated in the dedicated sales space.

The prices are shown in Euros, inclusive of tax.

When email confirmation of the order is sent to the customer, the total amount of the order, in Euros, will be indicated, i.e. the amount for the parking space plus the booking costs and, where applicable, the cost of the insurance cover taken out by the customer as well as the transaction fees.

Prices do not include communication charges arising from the use of the online sales service, which remain payable by the customer.

NEOPARK reserves the right to modify its prices at any time. However, bookings are invoiced based on the price applicable at the time that the booking is made.

## **5. Booking**

### **5.1 General information**

To make a booking, the customer needs either to create a customer account or use the express booking service, which does not require a customer account, or log in with their NEOPARK login details.

The customer is solely responsible for safeguarding and ensuring the confidentiality of their login details. Any use of the login details by the customer implies that the customer is accessing the website's services.

The customer should inform NEOPARK immediately of any loss or unauthorised use of their account, their login or password.

## 5.2 Making a booking

There are several stages in the booking process:

- stage 1: customer identification
- stage 2: completion of the mandatory fields in the information forms. The customer certifies the truthfulness and accuracy of the information provided.
- stage 3: consultation of the general terms of use and special terms of sale.
- stage 4: acceptance of the general terms of use and special terms of sale, by checking the "general and special terms" box (unchecked by default), then clicking on the "I accept" box.
- stage 5: payment for the booking.
- stage 6: the customer receives an email containing acknowledgement of receipt of their booking.
- stage 7: the customer clicks on the link in the acknowledgement of receipt to download the document and print out the booking slip.

All bookings made by the customer via these various stages constitutes irrevocable acceptance of the general and special terms of sale.

## 5.3 Booking confirmation

Compliant with the applicable regulations, the contractual information is subject to email confirmation, sent to the email address provided by the customer on the booking slip.

The booking slip most notably contains the following information:

- a description of the booking made;
- identification of the booking number;
- the total amount of the booking;
- a reminder of the conditions of access to the car park.

It is the sole responsibility of the customer to store the contractual information on the medium of their choice.

NEOPARK reserves the right not to confirm the booking, especially in cases of refusal of payment, incorrect address or any other problem with the customer's account. In this case, NEOPARK will keep the customer informed via email.

The order only becomes final after payment of the full price by the customer.

## **6. Payment**

### 6.1 Means of payment

Payment is made online using one of the payment methods offered at the time of validation of the booking:

- PayPal account: the customer does not provide financial information at the time of booking but is instead directed to PayPal. PayPal Europe is supervised by the CSSF (the financial sector supervisory authority). PayPal encrypts the card number to guarantee confidentiality;

- Bank card: the payment card details are encrypted using SSL (Secure Socket Layer) protocol and are never sent unencoded on the network. Payment is made directly to NEOPARK's partner bank, namely BANQUE POPULAIRE.

- MultiSafePay (Bancontact/Mr Cash, IDEAL, SOFORT Banking, Giropay): the customer does not provide their financial information at the time of booking and is instead directed to the secured website of the selected payment system.

The card, PayPal account or bank account is debited at the time of booking.

The invoice and booking slip can be accessed from the customer account.

## 6.2 Payment default

If failure to pay the price cannot be justified by a legitimate reason, NEOPARK is entitled to claim late payment interest calculated on the basis of the legal rate in force, increased by three points, applicable as from the due date of payment.

In the case of a collection procedure (collection agency, lawyer or bailiff) and after the sending of a letter by regular mail, the amount owed to NEOPARK will be increased by 15% based on a penalty clause, in addition to the fees and interest mentioned above.

## 7. Terms of use of the codes sent by NEOPARK

### 7.1 General information

To enter the car park, the customer will use the code sent by NEOPARK at the car park entrance, in the appropriate form i.e.:

- Code used at the car park entrance via interphone or provided to the car park manager;
- Tag reading (bar code, QR code) at the car park entrance;
- Reading of the vehicle's registration plate, as provided in the customer's account.

This code may only be used once. It is therefore the customer's responsibility to safeguard the confidentiality of the code. In the event of loss, the customer can ask for a new code to be assigned, on condition that the original code has not been used by a third party. NEOPARK accepts no liability in the event of fraudulent use.

This code may also be obtained at the entrance to the car park, on condition that the customer provides their name, email address, mobile telephone number, car registration number and booking period.

The customer undertakes not to prejudice the identification markings and/or technical checking measures included in the bar codes or QR codes.

Moreover, if they wish to receive the code by text message, customers need to have access to a mobile telephone operator's network, be located in a coverage area and check that the memory of their mobile phone is not saturated.

### 7.2 No right of withdrawal

In compliance with the regulations in force, the customer does not benefit from a right of withdrawal, given that this concerns a booking for a predetermined period. The seven-day withdrawal period provided for by article L.121.20 of the French Consumer Code no longer applies as soon as NEOPARK confirms and implements the booking by providing a car park access code.

### 7.3 Right to a refund and cancellation insurance

The customer's attention is drawn to the fact that the booking is made on the basis of their own declarations, most notably concerning the dates of arrival and departure, duration of car park occupancy and the type of vehicle.

The customer can cancel their booking up until one hour before the time of arrival via their customer space and they may receive a refund according to the following conditions:

- where the customer has subscribed to the cancellation insurance offered by NEOPARK at the time of booking, the price of the parking space (total amount of booking less the cost of the cancellation insurance and booking, transaction and telephone handling fees) will be immediately refunded in full.
- where the customer has not subscribed to the cancellation insurance offered by NEOPARK at the time of booking, the customer's account will be credited with the price of the parking space and booking fees (total amount of the booking, less the transaction costs and telephone handling fees). The credit amount must be used within three months from the date that the sum is credited.

The customer should be aware that no refund can be made at less than one hour before the time of arrival and once the booked period has started.

#### 7.4 Modification of the booking dates

The customer may modify the dates of arrival and departure for their booking via the customer space, subject to the following conditions:

- modification is only accessible up to one hour before the time of arrival for the booking;
- modification is only applicable if spaces are available for the booking period required;
- the modification can only apply to the same car park;
- booking fees and other fees will be applied to the modifications;

As a result, the customer should be aware that, once the booked period has begun, they can no longer modify the times and days for the booking.

In the event that the modified parking period is shorter than the period originally booked by the customer, the latter may not claim any refund or carry-over to another booking.

In addition, in the event that the customer overruns the booked period, they will be required to pay the outstanding balance to the car park operator, on the basis of the regular applicable price.

#### 7.5 Safe driving rules

The customer is reminded that they must not consult text messages while driving. The use of a handheld mobile phone while driving is forbidden (R 412-6-1 of the French highway code).

### **8. Customer account**

With their account, the customer can:

- access a history of their bookings and invoices;
- request the reissue of their booking slip;
- cancel their booking;
- modify their booking dates
- change the vehicle, within the same category, for a booking period that has not yet begun;
- use their credit to pay for a booking;
- leave a review of the car park after their stay;
- update their contact details and password.

## **9. Guarantee**

NEOPARK is required to comply with the legal guarantee on latent defects, under the terms of article 1641 of the French Civil Code, which states that "the seller is bound by the guarantee against latent defects that prevent the item or service sold from being fit for purpose, or impair it to the extent that the buyer would not have purchased it or would have paid a lower price, if the latter had been aware of such defects".

## **10. Mobile solutions**

NEOPARK has developed a number of mobile applications designed to let its customers access information on its prices, services and available parking spaces, along with options for booking a space in real time (fully dematerialised booking slip displayed on the customer's smartphone).

To benefit from these services, the customer must have access to the internet and allow geolocation services on their smartphone, after downloading the NEOPARKING application compatible with their smartphone.

These applications are available via [www.neoparking.com](http://www.neoparking.com).

NEOPARK cannot guarantee that these applications are compatible with all smartphones on the market or that the applications will always be available on certain sales platforms.

## **11. Duration**

These terms apply for as long as NEOPARK services are available online.

## **12. Proof**

The electronic data logs, stored on NEOPARK servers or those of its host company, will serve as proof of communications, orders and payments made between the parties.

## **13. Applicable law**

These general terms are governed by French law, in both form and substance.

Under no circumstances can NEOPARK guarantee that they comply with local legislation when a customer accesses the website from another country.

In the event of a dispute that cannot be resolved out of court, it will be referred to the exclusive competence of the French courts. In the event of a dispute with a professional concern, the commercial court at the place of the headquarters of NEOPARK shall have sole competence.