

Q-PARK APP TERMS OF USE

These terms of use (“**App Terms of Use**”) apply to your use of the Q-Park Mobile Application (“**App**”) provided by Q-Park B.V. (“**we**”, “**us**” or “**Q-Park**”). Please read this document carefully. You can download, save and/or print these App Terms of Use and access them at any time via www.q-park.com/voorwaarden/app.

The App is operated and owned by Q-Park B.V., located at Stationsplein 8E Maastricht, the Netherlands, and registered with the Dutch Chamber of Commerce under number 27159273. We operate the App on our own behalf and on behalf of our Affiliates.

For questions, comments and/or complaints about the App, you can contact your local customer service desk. For an overview of the local customer service desks, please go to: <https://www.q-park.com/contact>.

1. GENERAL TERMS AND CONDITION FOR USE OF Q-PARK PARKING

- 1.1 Your use of Q-Park parking facilities is governed by the Q-Park General Terms and Conditions of the country where the parking takes place. You can find and download these Q-Park General Terms and Conditions via the Q-Park website of the relevant country and, generally, at the relevant parking facility. For references to the Q-Park country websites, please go to: <https://www.q-park.com/contact>.
- 1.2 The App enables you to register a “**My Q-Park Account**” with Q-Park and to connect to your My Q-Park Account if you have a valid and active My Q-Park Account. You can find a description of our service options on our website, and we explain which service options are available to you when you create a My Q-Park Account.

2. PRIVACY AND DATA PROTECTION

- 2.1 Your download and use of the App is subject to the Q-Park Privacy Policy of the country in which you are a Q-Park customer. You can find and download the applicable Q-Park Privacy Policy via the Q-Park website of the relevant country. For references to the Q-Park country websites, please go to: <https://www.q-park.com/contact>.
- 2.2 Q-Park may collect information about download and use of the App in connection with its service offering to you, including but not limited to analytics, maintenance and support as well as offering and improving the functionality of the App. We process your personal data in accordance with applicable data protection laws and the applicable Q-Park Privacy Policy.

3. USE OF THE APP

- 3.1 You may not modify, copy, damage, overburden or hinder the use and functioning of the App in any way. Information contained in the App is for personal use only. Any use and collection of information for other purposes is not allowed.
- 3.2 To use the App you will need an appropriate mobile device as well as mobile telephone and data connectivity. Any and all mobile telephone and data connectivity costs related to your

use of the App will be for your own account. We shall not be liable for those costs irrespective of how they are incurred.

- 3.3 You should keep login credentials to the App confidential and not disclose this or any other information about our security procedures to any third party. We may disable any user identification code or password, at any time, if you do not comply with any of the provisions of these App Terms of Use.
- 3.4 If you de-install this App from your mobile device, your My Q-Park Account will remain available via our website. You can use the Remove My Account functionality in the App to delete your login credentials and other information. Q-Park shall retain only whichever personal data are necessary to comply with legal obligations, such as tax reporting obligations, and enforce legal claims, among other purposes. For questions and information about the Remove My Account functionality or having your personal data erased, please refer to the applicable Q-Park Privacy Policy or contact your local customer service desk.
- 3.5 You shall provide Q-Park with accurate information as Q-Park may need to provide services to you and to fulfil its obligations under the applicable legal frameworks and Q-Park General Terms and Conditions, including but not limited to name , email address and mobile phone number, license plate number and vehicle description, and bank account number or credit card number. Changes to name, license plate number, and bank account number or credit card number must be reported to Q-Park immediately via the Profile Settings in the App. Changes to your email address need to be reported to Q-Park by discontinuing your My Q-Park Account and registering a new My Q-Park Account with Q-Park, using your then current email address. Q-Park is not responsible for any processing or use of information that is no longer accurate.

4. AVAILABILITY OF THE APP, SECURITY AND ACCURACY

- 4.1 We provide the App "as is" without any warranty as to specific functionality or results, fitness for purpose, security, performance, availability, and/or error free functioning. Download and use of the App is at your own risk and expense.
- 4.2 We may at any time, without prior notice and without specifying any reasons, carry out updates, repairs, maintenance and introduce or remove facilities and functions of the App. Subject to the same conditions, we may suspend or terminate your access to the App. We are under no obligation to provide any specific or additional functionalities to the App.
- 4.3 We do not guarantee that the App is compatible with all hardware and software. We are not liable for damage to, or viruses or other code that may affect or damage, any equipment including but not limited to your mobile device, software, data or other property resulting from or connected with the download, installation or use of the App.
- 4.4 Q-Park may engage third parties and subcontractors for the purpose of the operation of the App or the provision of services.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 Q-Park and its licensors retain all intellectual property rights relating to the App, including

but not limited to copyright in the software, text, images and other content in the App. The App contains some open source software libraries.

5.2 All Q-Park trademarks, service marks, trade names, logos, domain names and all other features of the Q-Park brand are the sole property of Q-Park. You have no right to use the Q-Park brand for any purpose.

5.3 We hereby grant you a limited, non-exclusive, non-assignable, non-transferable and revocable license to download, install and use the App for your personal use and subject to these App Terms of Use. Any other rights are retained, with exception of any mandatory rights you may have pursuant to applicable law.

6. LIABILITY

6.1 We are not liable for any damage resulting from or in connection with the download, installation and/or use of the App and/or impossibility to download install and/or use the App.

6.2 Our limitation of liability shall not apply in case of damages in connection with the download, installation and/or use of the App and/or impossibility to download install and/or use the App that have arisen out of willful misconduct or intentional recklessness (*opzet of bewuste roekeloosheid*) by Q-Park or its management.

7. APPLICABLE LAW

7.1 These App Terms of Use are governed exclusively by Dutch law and all disputes arising in connection with the App or these App Terms of Use shall be settled by the District Court in Maastricht, the Netherlands. This clause shall not deprive you of any redress you may have under mandatory applicable law.

8. CHANGES TO THESE TERMS

8.1 Q-Park may update these App Terms of Use at any time. Q-Park shall inform you of any changes by sharing a hyperlink to the Q-Park website, where you can find the updated App Terms of Use. Q-Park shall make such a hyperlink available to you via the App or the email address provided by you.

8.2 Any and all updated version of these App Terms of Use shall be effective and binding on the day of posting. If you do not wish to accept the App Terms of Use or any updated version thereof, you may cease usage and de-install the App from your mobile device. Installation and/or (continued) usage of the App after you have been notified of the App Terms of Use or an updated version shall be construed as an acceptance of the Terms of Use or that updated version.