

THE PARKING SPOT PARKING SERVICES POLICY

LAST UPDATED: June 27, 2018

The following terms and conditions (collectively, the “**Parking Services Policy**”) supplement The Parking Spot Desktop Application End User License Agreement and Terms of Service (“**EULA**”). All capitalized terms used but not defined in this Parking Services Policy shall have the meanings given to them in the EULA.

1. Parking Services.

(a) Reservations. You may make a reservation request through the Application and Services for a Guest to self park at The Parking Spot’s parking facility which You designate when making such reservation request (the “**Facility**”), or to bring the Guest’s vehicle to a Facility to valet park the vehicle in the location selected by The Parking Spot at the Facility or at a Storage Location (defined below) (as applicable, the “**Parking Services**”). In consideration of the reservation request for Parking Services, The Parking Spot agrees to make available to the applicable Guest one (1) vehicle parking space at the Facility, or, if the Guest valet parks their vehicle, one (1) vehicle parking space selected by The Parking Spot at the Facility or at an off-site location (“**Storage Location**”) to which the Guest’s vehicle may be moved for storage and from which the Guest’s vehicle will be moved back to the Facility upon or before the Guest’s return to the Facility (as applicable, a “**Vehicle Parking Space**”) commencing at the Check-In Date/Time which You designated in the Application when making such reservation request for the Guest (the “**Designated Check-In Time**”) on the terms and conditions provided herein and in the EULA, but only if the Guest arrives at the Facility at the Designated Check-In Time. We do not guarantee that a particular parking space, product type or service level will be available.

(c) Cancellation Policy. You may cancel a parking reservation made for a Guest for Parking Services by following the procedures described in the Application for the cancellation of a reservation, provided that such cancellation is received by The Parking Spot by means of the Application and Services at least 24 hours prior to the Designated Check-In Time. Guests may not cancel reservations made through the Application directly with TPS.

(d) Grant of License. Upon the Guest’s arrival and check-in at the Facility at the Designated Check-In Time, the Guest shall be deemed to have been granted a license to self park and lock one (1) vehicle in the applicable designated area of the Facility, or, if the Guest valet parks their vehicle, in the location selected by The Parking Spot at the Facility or at a Storage Location to which the Guest’s vehicle may be moved for storage and from which the Guest’s vehicle will be moved back to the Facility upon or before the Guest’s return to the Facility, at the Guest’s sole risk and at posted rates for a period, not to exceed thirty (30) days, commencing upon the Guest’s arrival at the Facility (the “**Actual Check-In Time**”). Only a license is granted hereby, and to the fullest extent permissible under applicable law, You and the Guest acknowledge and agree that (i) no lease, bailment or bailee custody is intended or shall be created, (ii) The Parking Spot does not become an insurer, (iii) The Parking Spot does not guard or assume care, custody or control of the Guest’s vehicle or its contents, (iv) The Parking Spot shall not be liable for (A) fire, theft, loss or damage to the vehicle, (B) mechanical malfunction, (C) fire, theft, loss or damage to any personal property or article left in the vehicle, (D) damage or loss caused by criminal acts by third parties, or (E) incidental or consequential damages, and (v) the Guest assumes full responsibility for any personal injuries that may occur while the vehicle is parked at the Facility. You and the Guest further acknowledge and agree that if the Guest’s vehicle is left at the Facility or Storage Location for more than thirty (30) days after the Actual Check-In Time (or longer than thirty (30) days as the Facility Manager may authorize), then such vehicle and its contents may be impounded at the Guest’s expense and sold for expenses and storage fees. No employee or other representative of The Parking Spot may modify or waive any of the terms of these terms (other than Facility Manager’s limited right to permit vehicles to remain over thirty (30) days).

(e) Parking Services Charges. You and The Guest agree that, in consideration of the license granted in Paragraph 1(d) above, the Guest shall pay The Parking Spot the Parking Services charges calculated by reference to the Facility location, Actual Check-In Time, the dates of stay, the length of stay, and the parking service level used

(i.e., self park or valet park). Except for any pre-paid amounts described below, the Parking Services charges will be payable by the Guest upon checkout when leaving the Facility.

(f) Pre-Payment. When making a reservation for Parking Services at certain Facilities, You may have the option of electing to pre-pay the Parking Services charges associated with a Guest's stay. When You select the pre-pay option (where available), the Guest will receive a Parking Services confirmation email with an estimate for the Parking Services charges based on the Facility selected, the reserved dates of stay, the Designated Check-In Time, the reserved length of stay, and the reserved parking service level ("**Estimated Parking Services Charges**"). By making a pre-paid Parking Services reservation, You authorize The Parking Spot to charge the credit card that You provide for the sum of the Estimated Parking Services Charges (plus any applicable taxes and fees) at the time of reservation. If the Guest's Actual Check-In Time is the same as the Designated Check-In Time, and all other details of the Guest's actual stay (i.e., the Facility location, dates of stay, length of stay and parking service level) are the same as details of the reservation, then the pre-paid Estimated Quoted Parking Services Charges (plus any applicable taxes) will be the total Parking Services charges due for that stay. If any of the details of the Guest's pre-paid stay vary from the details in the reservation (i.e., different Facility location, check-in time, dates of stay, length of stay and/or parking service level), the Parking Services charges will vary from the Estimated Parking Services Charges, and will be calculated with reference to the parking services rates applicable to the actual details of the Guest's stay as determined by the actual Facility location, Actual Check-In Time, dates of stay, length of stay and parking service level. You hereby authorize The Parking Spot to charge any additional charges, taxes and fees to the credit card that You provided when making the pre-paid Parking Services reservation for the Guest. You hereby represent to The Parking Spot that You are authorized to use the credit card that You provide when making the pre-paid reservation for Parking Services.

(f) Guarantee Policy Pass. In the unlikely event that the Guest arrives at the Facility at the Designated Check-In Time and no Vehicle Parking Space is then available for the Guest's use and we are unable to accommodate the Guest on the reserved day(s) at any service level, we will give the Guest a pass for one (1) free stay of up to seven (7) consecutive days ("Guarantee Policy Pass"). To request a Guarantee Policy Pass, the Guest must contact TPS by email at feedback@theparkingspot.com. TPS may in its sole discretion request that the Guest provide certain information and documentation to verify the Guest's eligibility for such a Guarantee Policy Pass.

2. Car Care Services. All reservations for car care services ("**Car Care Services**") for a Guest must be made through the Application and Services. To the extent that You make a reservation for Car Care services for a Guest, the specific terms and conditions set forth in this Paragraph 2 ("**Car Care Terms**") also apply to such services. To the extent that these Car Care Terms conflict with any other provision of the EULA, these Car Care Terms shall apply with respect to Car Care Services.

(a) Pre-Payment. By making a reservation for Car Care Services using the Application and Services, You authorize The Parking Spot to charge the credit card that You provide for the sum of Car Care Services selected as well as any applicable taxes and fees. The charges for Car Care Services are estimated in the Car Care Services confirmation email sent to the applicable Guest, but may vary if the details of the Guest's actual stay vary from the details in the Car Care Services reservation (i.e., different Facility location, different check-in time, longer dates of stay, longer length of stay and/or car care service level), and then additional charges, taxes and fees will apply. You hereby authorize The Parking Spot to charge any such additional charges, taxes and fees to the credit card that You provided when making the Car Care Services reservation for the Guest. You hereby represent and warrant to The Parking Spot that You are authorized to use the credit card that You provide when making the reservation for Car Care Services.

(b) Cancellation Policy. You may cancel a reservation for Car Care Services made for a Guest by following the procedures described in the Application for the cancellation of a reservation, provided that such cancellation is received by The Parking Spot by means of the Application and Services at least 24 hours prior to the Designated Check-In Time. In the event of any such timely cancellation of a reservation, the pre-paid fees for the Car Care Services will be refunded in the form of a credit issued to the credit card that You used to make the reservation request. Guests may not cancel reservations made through the Application directly with TPS.

(c) License. By making a reservation for Car Care Services through the Application and Services, and by parking a vehicle at a Facility, You and the Guest also authorize The Parking Spot to provide any Car Care Services that You have reserved on behalf of the Guest. Only a license is granted hereby, and to the fullest extent permissible

under applicable law, You and the Guest acknowledge and agree that (i) no lease, bailment or bailee custody is intended or shall be created, (ii) The Parking Spot does not become an insurer, (iii) The Parking Spot does not guard or assume care, custody or control of the vehicle or its contents, (iv) The Parking Spot shall not be liable for (A) fire, theft, loss or damage to the vehicle, (B) mechanical malfunction, (C) fire, theft, loss or damage to any personal property or article left in the vehicle, (D) damage or loss caused by criminal acts by third parties, or (E) incidental or consequential damages, and (v) the Guest assumes full responsibility for any personal injuries that may occur while the vehicle is parked at the Facility or Storage Location and when the reserved Car Care Services are provided.

3. Changes. TPS reserves the right to modify the terms of this Parking Services Policy by giving reasonable prior notice of such amendment, which may include, without limitation, sending You an email notifying You of the revised Parking Services Policy, providing notification within the Application, or posting a revised Parking Services Policy at <https://www.theparkingspot.com/content/documents/ParkingServicesPolicy.pdf>. Your continued use of the Application and/or Services after notice of a modification indicates Your acceptance of the amendment. If You do not agree to the changes, then You must uninstall the Application and stop using the Application and Services before the changes take place. If You do not uninstall the Application and stop using the Application and Services, then Your continued use of the Application and/or Services will indicate Your acceptance and the terms of the amendment will apply. You represent and warrant that You will notify Guests of the terms of this Parking Services Policy and any changes or modifications thereto.

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