

WayToPark – General Terms and Conditions

1 General Provisions

These General Terms and Conditions ("Terms and Conditions") shall apply to the relationship between the Customer and WayToPark. WayToPark means Cale Access AB, corporate identity number: 556554-8293; Address: Borgarfjordsgatan 7, 164 40 Kista; Tel.: +46 (0) 8 799 37 00; Fax: +46(0) 8 799 37 99; Email: info@cale.se; Website: www.cale.se.

These Terms and Conditions constitute the entire agreement between the person who has opened an account with WayToPark (the "Customer") and WayToPark with regards to parking and parking-related services which will be made available from time to time through WayToPark's website (www.waytopark.se) and/or WayToPark's mobile app for smartphones (the "Services"). These Terms and Conditions supersede all previous agreements, undertakings and contracts made between the Customer and WayToPark. The Swedish Distance and Doorstep Sales Act (2005:59) shall apply in addition to these Terms and Conditions.

In accordance with The Swedish Distance and Doorstep Sales Act, consumers have the right to withdraw or cancel a purchase within 14 days. The right to revoke or terminate this agreement ceases to apply once the Customer has completed their use of the Service, provided that the Customer has expressly consented to the Service starting, and agreed that there will be no right of withdrawal once the Service has been completed.

By opening a WayToPark account, logging in and using the Services, the Customer accepts and confirms on each occasion that:

- he/she has read and understood these Terms and Conditions, and
- he/she shall on each occasion act in accordance with these Terms and Conditions, applicable laws (including but not limited to national traffic regulations and the like) and parking companies' and/or others' ("parking companies") signage displayed in the locations where the Services are used.

The Customer does not have the right to avail him/herself of or in any other way use WayToPark's intellectual property rights without WayToPark's written consent. Intellectual property rights include WayToPark's trademarks, service marks and brand names, as well as images, graphics, text, concepts or methods found on the website, in the client application and/or in the material contained in these.

WayToPark is entitled to suspend a Customer's WayToPark account and/or terminate the account and thereby this agreement if the Customer fails to act in accordance with these Terms and Conditions.

2 Account Rules

Applying for a WayToPark account

Applications to open a WayToPark account are made via WayToPark's website or mobile app. The application shall contain a first name and last name, a valid email address, a valid registration number and valid payment card information, as well as a username and password. Any person applying to open a WayToPark account guarantees that all the information submitted in the application is true and correct. WayToPark reserves the right to refuse to register an application if there is a suspicion that the information provided is false.

Any person applying to open a WayToPark account further guarantees that he/she:

- is a natural person;
- is not less than 18 years of age;
- is not restricted from opening an account, purchasing or using the Services and/or in any other way acting in accordance with these Terms and Conditions;
- will not act on behalf of another party;
- will not pay for the Services using a card that he/she is not authorised to use;
- will not pay with funds derived from criminal and/or any other improper activity; and
- will not carry out any criminal activity which in some way involves a WayToPark account.

The Customer may only hold one (1) WayToPark account. The Customer may not assign their WayToPark account to another person, nor allow another person to use or re-use their WayToPark account.

Use of the Services

The Customer is responsible for their connection to WayToPark's website and/or mobile app, and their use of the WayToPark account and Services.

The Customer is responsible for keeping all the information required above for opening a WayToPark account up to date. WayToPark reserves the right to suspend a Customer's WayToPark account and/or terminate the account and thereby this agreement if such information is lacking, or if it is suspected that the information provided is false.

The WayToPark account is personal. The Customer is responsible for ensuring that their username and password are not shared with anyone. If the Customer has reason to believe that their account information has come to be known by a third party, they should immediately inform WayToPark's customer support on +46 (0)10 – 601 75 00.

WayToPark is not obliged to maintain usernames and/or passwords and therefore cannot be held responsible if the Customer loses their username and/or password. WayToPark cannot be held responsible if the Customer is otherwise unable to access the website or client application for reasons not attributable to WayToPark.

Suspension and Termination of WayToPark Account

If WayToPark suspends a Customer's account, this means that the account shall remain suspended and that the Customer shall not be able to use the Services until the parties have agreed that the account should be reinstated.

WayToPark reserves the right to suspend a WayToPark account and/or terminate the account and thereby this agreement if no login activity has been detected over a period of twelve (12) months.

The Customer may terminate their account and thereby this agreement at any time and with immediate effect. Termination shall take place by calling WayToPark's customer support on 010-601 75 000 or in writing by sending an email to WayToPark's email address helpdesk@waytopark.se. The Customer shall lose their ability to use the Services as and when their account is terminated.

If an account and thereby this agreement is terminated by either party in accordance with these Terms and Conditions, WayToPark shall delete the account and the Customer's data within one month of the account being terminated. If WayToPark terminates the account, WayToPark shall notify the Customer of this at least one month before the account is closed.

3 Payment Terms

Payment for parking is initiated either via WayToPark's website or WayToPark's mobile app. In order for a payment to be carried out, the Customer must enter a valid area code and select a vehicle to be parked. The Customer is responsible for ensuring that the area code specified matches that shown on the signage near the parking space. The Customer cannot therefore rely on the Services' automatic positioning function.

By commencing a Service, the Customer accepts that WayToPark will debit the parking amount, including any applicable taxes and service charges. The final parking amount is calculated as soon as the parking session ends and is based on the length of time the vehicle is parked, the parking operator's charges for that specific parking area and WayToPark's additional charge for the Services provided. The price of the Services is shown in the WayToPark mobile app. WayToPark reserves the right to adjust prices by publishing these in the mobile app. WayToPark is not responsible for informing the Customer about any changes made by the parking operator in its fees. The Customer will be charged either when their parking session has ended or, in the case of a fixed fee, when the Service commences.

The parking session either ends automatically based on the Customer's instructions when the parking session is started or extended, or it can be ended by the Customer at any time. The Customer is responsible for ensuring that the parking session starts and ends correctly. If the Service has been started correctly, the Customer will receive a confirmation on the status screen on the website or in the smartphone app.

If the Customer has not correctly registered for parking, or has for some other reason not received a confirmation as described above, the Customer shall be required to pay for their parking session in some other way. If no other payment methods are available, the Customer must contact the parking operator for guidance. WayToPark bears no responsibility towards the Customer if a parking operator does not accept WayToPark as a method of payment. WayToPark is not responsible for any damages and/or losses incurred if the parking session is cancelled for

reasons that later prove to be incorrect, but which WayToPark had reason to rely on at the time of cancellation.

4 Limitation of Liability

WayToPark's responsibility towards the Customer is limited in all circumstances to an amount of SEK 10,000. Without limiting what is stated elsewhere in these Terms and Conditions, WayToPark accepts no responsibility for damages and/or losses incurred by the Customer and/or any third party as a direct or indirect result of:

- the Customer acting in contravention of the provisions of these Terms and Conditions;
- any mistake, misprint, misinterpretation, misunderstanding, misreading, mistranslation, misspelling, reading error, transaction error, technical fault, technical difficulty, registration error, and/or any other similar event;
- errors in WayToPark's central computer systems or part thereof; delays, losses, errors or omissions resulting from the failure of any telecommunications or other data transmission system, or failures relating to security systems for card payment or an external payment intermediary; or
- any event or situation beyond WayToPark's reasonable control which leads to a delay or failure in the performance of the affected party's contractual obligations, including natural disasters, regulatory restrictions (including the denial or cancellation of a necessary permit, where such denial or cancellation is made without the affected party being at fault), war, outbreak of hostilities, riots, unrest in civil society, rebellion, terrorism, fires, explosions, floods, theft, wilful damage, strikes, lock-outs, and/or any other cause which is beyond the control of the party whose performance has been affected.

The Customer shall hold WayToPark harmless against claims arising in connection with any disputes between the Customer and a parking operator, payment card company and/or mobile phone operator and the like. Disputes regarding parking markings or parking fines shall be settled between the Customer and the relevant police authority, parking company, etc.

Under no circumstance shall WayToPark be held responsible for any indirect damages, such as loss of income or damages pertaining to the relationship between the Customer and a third party.

5 Personal Data

WayToPark processes your personal information in accordance with current legislation. For more information, see "Information about WayToPark's processing of personal data under the General Data Protection Regulation".

By accepting these Terms and Conditions, the Customer agrees that WayToPark may handle their personal data in accordance with the above.

6 Changes and Assignment

WayToPark may at any time update, change, edit and supplement these Terms and Conditions and Services. Revised Terms and Conditions will be confirmed by means of the Customer logging in to their WayToPark account and using the Services.

WayToPark has the right to assign this agreement to another company within the same group as WayToPark without the Customer's consent.

7 Claims and Disputes

These Terms and Conditions shall be interpreted and applied in accordance with Swedish law.

The Customer is obliged to notify WayToPark of any claim they would like to make within 60 (sixty) days of the transaction, payment and/or settlement taking place, or of when it should have taken place. If this does not happen, the Customer shall not be entitled to make the claim against WayToPark.

Disputes shall in the first instance be resolved by agreement. If such an agreement cannot be reached, the dispute shall be heard in an ordinary court of law.

In addition, the Customer can always turn to their municipal consumer guidance body for advice, or refer the dispute to the Swedish National Board for Consumer Disputes ("ARN") in cases where the ARN is competent. In the event of a dispute, WayToPark will follow ARN's recommendations.

If the investigation of a dispute is ongoing at any of the aforementioned bodies, recovery of the claim in question shall not occur before the dispute is finally settled.

Information about WayToPark's processing of personal data under the General Data Protection Regulation

Below is a summary of how WayToPark manages your personal information and your rights.

Collection of personal data

Personal data is provided and collected before and in connection with the opening of a customer relationship and the conclusion of a contract and / or an assignment, or otherwise in connection with a customer relationship.

Purpose

WayToPark processes personal information necessary for the following purposes;

- Preparation, administration and execution of agreements, services and customer relations
- Identification and / or authentication
- Business and product development
- Market and customer analyses
- Compliance with obligations under law, other constitution or authority decision

Processing of personal data can be performed by other companies within the Flowbird Group or by companies - both within and outside EU / ESS - for the purpose stated under the current rules, with which the Flowbird Group cooperates.

Your rights

You are entitled to receive information about what personal data about you is treated by WayToPark and, consequently, the right to

- a) get registry extracts,
- b) request correction of incorrect or incomplete task,
- c) request the deletion or restriction of personal data,
- d) object to treatment

Your request and / or objection as above is verified by WayToPark in the individual case. If you want information or have requests as above, you can contact WayToPark.