

## CARTIME TECHNOLOGIES A/S

### Terms of Service and Privacy Policy

Last updated February 17, 2022

#### TERMS OF SERVICE

##### Terms of Service for Cartime Parking Solution

These Terms of Service apply to the use of the Cartime Parking Solution and any related services hereto, including technical support and maintenance.

The Cartime Parking Solution (the "CPS") is a service developed and delivered by Cartime Technologies A/S, CVR-number 26346258 with registration address Ørnekuksvej 26, 2920 Charlottenlund (hereinafter "Cartime"), that enables automatic activation and payment for using a parking space.

The usage of CPS requires that the user of the car respond to a notification sent to the user's mobile phone and displayed in an app installed by the user in order to enable the solution.

The response will determine whether the user of the car wish to perform a parking as a "Business Parking" or a "Private Parking". If a Business Parking is chosen, the employer of the user of the car will be invoiced for the parking. If a Private Parking is chosen, the user will pay for the parking by means of direct debit to a credit/debit card registered by the Private Parking user of CPS.

These Terms of Service apply to the use of the CPS for Private Parking purposes and by registering as a private user for the purpose of using the CPS for Private Parking, the user (in the following the "User" or "Customer") accepts these Terms of Service.

##### Requirements and registration of a Private Parking user account

To be registered as a user of the Private Parkings option, the employer of the Customer must accept and enable the private usage of CPS for Private Parking for each individual car. If the private usage is enabled, the Customer may register him-/herself as such in the CPS via the user portal in CPS or in the Mobile Parking App made individually available by the Customer's employer to each user of the CPS.

In order to use the CPS for Private Parking, the Customer must register a debit or credit card and provide the payment handler with whom Cartime cooperates with any additional information regarding the chosen payment method, as the payment handler may see fit. The debit or credit card registered and connected to the payment solution by the Customer must be valid, unblocked and have sufficient coverage when using the CPS.

Once registration has been approved by Cartime, the Customer is granted a non-exclusive non-transferable, time-limited right to use the CPS for the purpose of Private Parking.

The right to use the CPS for Private Parking is valid until the car or the Customer has been deactivated, either by the Customer's employer or by Cartime. The Customer's user account will automatically be deactivated if the Customer's employment is terminated. The right of use may be deactivated if the Customer fails to comply with these terms of service. The right of use may also be deactivated by Cartime if the debit or credit card connected to the payment solution by the Customer is invalid, blocked or without coverage.

The use of the CPS requires that the Customer allows location services and messages on the Mobile Parking App. It is the sole responsibility of the User that the settings of the mobile phone used to enable the CPS service is set to allow these services.

### **OBD-devices and the Mobile Parking App**

In order to enable the usage of the CPS, the car must be equipped with a functioning and compatible build-in or retrofitted OBD-device.

Cartime does not provide the OBD-device and does not undertake any responsibility that the OBD-device, with which the provider or owner of the car chooses to equip the car, is capable of meeting the functional requirements necessary to make the CPS fully functional.

The delivery or functionality of the OBD-device is thus not part of Cartime's deliveries and Cartime is not responsible for the physical product (the device itself), its functionality or performance, or any material or immaterial damages it may inflict.

### **Customer's obligations and the use of the CPS**

It is at all times the Customer who is (solely) responsible for activating the CPS, when using a parking space that requires payment. The Customer must in that regard ensure, before parking is commenced:

That the Customer and the car is correctly registered in the CPS and the mobile parking app, and

That parking is legal, and

That CPS can be used in the parking space where the Customer wants to park, and

That there is access to CPS at the place and time the Customer wants to make a parking, and

That the Customer has received a notification in the Mobile Parking App opting for the selection of the Private Parking choice, and

That the Mobile Parking App has displayed information confirming that the selected parking has been registered by and is active in the CPS.

Cartime undertakes no warranty that the CPS can be used anywhere.

Confirmation that the CPS can be used in a specific parking area, is obtained by receiving a notification in the Mobile Parking App about where the car is parked and how much a paid parking will cost per hour. In the App the price per hour for the parking is shown and the fee payable to Cartime for administrating the payment. The prices in the App is shown including VAT.

By notification in the mobile parking app the Customer will be asked if the Customer wants to start a parking. If the Customer selects "Yes - Business" or "Yes - Private" in the app, the CPS will start a parking with the parking space provider. The parking will automatically stop when the Customer starts/turns on the car again.

If the Customer selects "Yes - Business", the payment for the parking will be made via an invoice to the Customer's employer.

If the Customer selects "Yes - Private", the payment will be made personally by the Customer via a direct debit to the Customer's debit or credit card, that has been registered for such usage with the CPS' payment handler. The payment for private parkings will automatically take place via the payment handler for each private parking at the point in time when the private parking has been registered as stopped by CPS i.e. when the car is leaving the parking space.

If the Customer ignores the notification in the mobile app or selects "No" to start a parking, the CPS will not register a parking with the parking space provider and no payment will be made for the parking. If payment is required to use the parking space and the Customer has not paid for the parking in any other way (e.g. via a parking meter on the location), the Customer may risk a parking fine in accordance with the rules for the area.

The CPS is based on wireless data communication with the Customer's mobile phone and the OBD-device/functionality in the car. If the Customer parks in a place where this data communication is not possible, the Customer will not receive a message in the mobile parking app. In this case, the CPS will not register a parking with the parking provider and no payment will be made for the parking. If payment is required to use the parking space and the Customer has not paid for the parking in any other way (e.g. via a parking meter on the location), the Customer may risk a parking fine in accordance with the rules for the area.

In no event is Cartime responsible for a Customer's unauthorized or illegal driving or use of a car. Similarly, Cartime undertakes no responsibility for any unauthorized or illegal parking of the car.

### **Ownership of Intellectual Property and Data**

Cartime shall retain and have the right to ownership of all Intellectual Property Rights attributable to the CPS, including all source codes, algorithms, trademarks, copyrights and patents. None of these rights are transferred to the Customer as a consequence of this agreement. This agreement neither entitles the Customer to copy, distribute, sell, publish, transfer, license, sub-license or change the CPS or the software.

Any attempts to reverse engineer, decompile, deconstruct or in another way try to access the CPS' source codes are strictly prohibited and will be pursued to the fullest extent of the law.

Cartime gathers anonymized and aggregated statistical and analytical data, based on the use of the CPS by the Customer. Cartime retains full ownership to such anonymized, aggregated and analytical data, provided that such analytical data under no circumstance includes personal data or information and provided that the analytical data cannot be traced to an individual or a personal data subject.

### **Limitation of liability**

The aggregate liability of Cartime shall in no event exceed an amount equal to EUR 2,500, except in respect of damages or losses caused by Cartime's fraud, willful misconduct or gross negligence.

In no event is Cartime responsible for a Customer's damages caused by errors or inadequate functionality of the OBD-device, the Mobile Parking App or the Customer's mobile phone, including, but not limited to, shut-downs of such devices, low battery or the inadequate connection to necessary mobile operators or similar communications network, affecting the usability of the CPS.

### **Right of cancellation**

According to the Danish Consumers Act, the Customer is entitled to cancel or undo the option to use CPS for Private Parkings by notification to Cartime's customer service within 14 days after the approval of the registration as a Private Parking Customer in the CPS. However, such cancellation does not affect any payable transactions made in the period up until the cancellation and no reimbursements will be made for such transactions.

### **Personal data**

Cartime gathers and handles personal data from the Customers. Reference is made to Cartime's privacy policy below. The privacy policy can also be found on and downloaded from our website at any given time. We retain the right to change our privacy policy from time to time without notice.

### **Changes to the Terms of Service**

Cartime retain the right to change these Terms of Service from time to time. In case of material changes, a notification will be sent to the Customer who will be given the choice to discontinue the use of the CPS.

The Customer's continued use of the CPS is considered acceptance of the revised Terms of Service.

The applicable Terms of Service can at any given time be found on and downloaded from our website.

### **Subcontracting and Assignment**

Cartime is entitled to assign, novate, or transfer any right or obligation without the prior written consent of the Customer.

The Customer is not entitled to assign, novate, or transfer any right or obligation related to the usage of CPS and/or relationship with Cartime without the prior written consent of Cartime.

### **Choice of Law**

These Terms of Service and the Customer's use of the CPS shall be governed by the laws of Denmark. Hence, any dispute, controversy, or claim arising out of or in connection with the agreement between a Customer and Cartime, these Terms of Service and/or the usage of CPS, or any breach, termination or invalidity thereof shall be settled at the Danish Courts.

## **PRIVACY POLICY**

Cartime Technologies A/S ("we" or "us" or "our") respects the privacy of our users ("user" or "you"). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit and use our mobile application (the "Application").

We reserve the right to make changes to this Privacy Policy at any time and for any reason. The updated version to our Privacy Policy can at any time be read on our website: [www.cartime.io](http://www.cartime.io). You will be deemed to have accepted this Privacy Policy, and any changes hereto, by your user registration and continued use of the Application.

This Privacy Policy does not apply to any third-party online/mobile store from where you have installed the Application or make payments. We are not responsible for any of the data collected by any such third party.

### **COLLECTION OF YOUR INFORMATION**

We may collect information about you in a variety of ways. The information we may collect via the Application depends on the content and materials you use, and includes:

#### **Personal Data**

Demographic and other personally identifiable information (such as your name and email address) that you voluntarily give to us when choosing to register to enable the utilization of the functionalities of the Application, such as starting a parking.

#### **Derivative Data**

Information our servers automatically collect when you access the Application, such as your native actions that are integral to the Application, including vehicle start / stop and parking start / stop, as well as other interactions with the Application.

### **Financial Data**

Financial information, such as data related to your payment method (e.g. valid credit card number, card brand, expiration date) is stored by our payment processor Bambora ([www.bambora.com](http://www.bambora.com)), and you are encouraged to review their privacy policy and contact them directly for responses to your questions.

### **Geo-Location Information**

We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using the Application, to provide location-based services. If you wish to change our access or permissions, you may do so in your device's settings.

### **Mobile Device Access**

We may request access or permission to certain features from your mobile device, including your mobile device's bluetooth, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, social media accounts, storage, and other features. If you wish to change our access or permissions, you may do so in your device's settings.

### **Mobile Device Data**

Device information such as your mobile device ID number, model, and manufacturer, version of your operating system, phone number, country, location, and any other data you choose to provide.

### **Push Notifications**

We may request to send you push notifications regarding your account or the Application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

### **Third-Party Data**

Information from third parties, such as personal information, if you connect your account to the third party and grant the Application permission to access this information.

### **Data from Contests, Giveaways, and Surveys**

Personal and other information you may voluntarily provide when entering contests or giveaways and/or responding to surveys.

## **USE OF YOUR INFORMATION**

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the Application to:

1. Administer promotions and contests.
2. Assist law enforcement and respond to subpoena.
3. Compile anonymous statistical data and analysis for use internally or with third parties.
4. Create and manage your account.
5. Deliver targeted advertising, coupons, newsletters, and other information regarding promotions and the Application to you.
6. Email you regarding your account or order.
7. Enable user-to-user communications.
8. Fulfill and manage purchases, orders, payments, and other transactions related to the Application.
9. Generate a personal profile about you to make future visits to the Application more personalized.
10. Increase the efficiency and operation of the Application.
11. Monitor and analyze usage and trends to improve your experience with the Application.
12. Notify you of updates to the Application.
13. Offer new products, services, mobile applications, and/or recommendations to you.
14. Perform other business activities as needed.
15. Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.

16. Process payments and refunds.
17. Request feedback and contact you about your use of the Application.
18. Resolve disputes and troubleshoot problems.
19. Respond to product and customer service requests.
20. Send you a newsletter.
21. Solicit support for the Application.

## **DISCLOSURE OF YOUR INFORMATION**

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

### **By Law or to Protect Rights**

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

### **Third-Party Service Providers**

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.

### **Marketing Communications**

With your consent (which can be withdrawn at any time), we may share your information with third parties for marketing purposes, as permitted by law.

### **Affiliates**

We may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us.

### **Business Partners**

With your consent (which can be withdrawn at any time), we may share your information with our business partners to offer you certain products, services or promotions.

### **Other Third Parties**

With your consent (which can be withdrawn at any time), we may share your information with advertisers and investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, as permitted by law.

## **TRACKING TECHNOLOGIES**

### **Cookies and Web Beacons**

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Application to help customize the Application and improve your experience. When you access the Application, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies but be aware that such action could affect the availability and functionality of the Application. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

## SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential.

We implement a variety of security measures when the Application is used and when a user enters, submits, or accesses their information to maintain the safety of your personal information. All data is processed and stored in secure Hetzner Online cloud data centers. Any credit card or payment related transactions are processed through a gateway provider and are not stored or processed on our servers.

While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

## OPTIONS REGARDING YOUR INFORMATION

### Account Information

You may at any time review or change the information in your account or terminate your account by:

- Logging into your account settings and updating your account
- Contacting us using the contact information provided below.

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

### Emails and Communications

If you no longer wish to receive correspondence, emails, or other communications from us, you may opt-out by:

- Noting your preferences at the time you register your account with the Application
- Contacting us using the contact information provided below.

If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

## CONTACT US

If you have questions or comments about our Terms of Service or our Privacy Policy, please do not hesitate in contacting us at:

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