



PayMyPark Terms and Conditions

We recommend that you read this page carefully. PayMyPark reserves the right to modify these Terms and Conditions at any time by posting the modified Terms and Conditions on our website. Please ensure that you check periodically for changes. Use of any Services, including the downloading of any Mobile App, after we post any changes or modifications to these Terms and Conditions, signifies acceptance of those changes or modifications.

These Terms and Conditions set out important information regarding the use of our parking payment system for on-street and off-street parking areas and the related products and services offered by PayMyPark, including applications for mobile devices (Mobile Apps). These are collectively referred to as the Services.

General

The terms '*we*', '*us*', and '*our*' refer to PayMyPark. The terms '*you*' and '*yours*' refer to the individual or company registering for or using the Services offered or referred to by us on this website, whether acquired directly through this site or through an app store.

Installation of a Mobile App to your mobile device will be required to access other Services. Mobile Apps can be downloaded from the relevant platform app store, and from the links provided on our website, www.paymypark.com

These Terms of Service apply to your use of all Services, including Mobile Apps, and any other services we may offer from time to time unless we specify otherwise. If you use or any of the Services, or download or install any Mobile App, you agree to be bound by these Terms of Service. If any of the terms are not acceptable to you, then do not use any of the Services.

Any additional terms and conditions relating to a Service will be made available to you at the point of access for that Service.

Compliance and ownership

You are responsible for your own continuous compliance with these Terms and Conditions.

PayMyPark owns or otherwise holds rights to, and shall retain all rights and interest in, the intellectual property rights in the Services and our proprietary information, which includes without limitation, all software, source code, specifications, designs, processes, techniques, improvements, inventions, logos, text and images.

You may not reverse engineer, reverse compile, or disassemble any Mobile App, the whole or any portion of any Service, or create derivative works based on any Mobile App or other Service.

You agree not to upload, email or transmit any material that contains viruses or other files or programs that might or are designed to interrupt, destroy, modify or limit the functionality of PayMyPark, or any services associated with PayMyPark.

Provision of Services

Provided that you fully comply with these Terms and Conditions, PayMyPark grants you a non-exclusive, non-transferable, revocable, limited right to access and use the Services that you register for, for your own personal or your internal commercial use only, and in the case of a Mobile App, on one device.

We may change any aspect of a Mobile App or another Service at any time, and/or impose restrictions or limitations to access without incurring any obligation or liability to you. We will endeavour to provide notice of any changes, restrictions or limitations to your access (although this may not be prior to such changes).

You may be required to download new releases or updates of Mobile Apps to continue to use the Services. These may have different terms and conditions and charges may apply to enable your continued use.

We may automatically provide updates to Mobile Apps in order to keep them up to date and running smoothly.

By using the Services, you may access functionality owned by third parties or

use links to third party websites. We make no representations or warranties either on behalf of those third parties or otherwise. We have no control over those third parties and are not responsible or liable for any content on their sites or any matters arising from your interaction or contact with those third parties or third party sites. We recommend that you ensure you are familiar with third party terms and conditions and privacy policies and the appropriateness of any content.

Use of PayMyPark

You are responsible for providing the correct information about you when you register for Services, including, without limitation, your name, vehicle license plate, mobile telephone number, business details (if applicable), email address and method of payment details. At any stage you have the right to access and amend your personal details. You are responsible for the maintenance of this data and updating your personal information with any changes periodically.

You are responsible for keeping your password and login information for our website secure so that only you can access your account's personal pages on our website.

If you do not want to receive any communications from us you may opt out by contacting us via this email address: info@paymypark.com

You activate the Services by using the PayMyPark Website or Mobile App on your mobile device when you park your vehicle in a designated parking space. This will involve data being sent from your device, for which your internet service provider or network will charge you at their applicable rates. You are responsible for all fees associated with the use of your mobile device (e.g., data charges) and we are not liable for any such charges.

Use of the Services does not guarantee you a parking space. You only activate the Services after you have found an available space. To correctly activate the Services when you have parked, you must follow the instructions given to you via the website/Mobile App on your mobile device. You are responsible for correctly entering the relevant bay/parking space number.

You are responsible for ensuring that you have properly activated the Services for the relevant parking space before you leave your vehicle unattended. You are responsible for any fine, ticket or penalty charge issued between the time of parking the vehicle and the notification via mobile device that the vehicle is validly parked. In the event that the Services are unavailable, you must pay the appropriate parking fee that is due by paying on the premises (e.g. by paying for your parking at the nearest pay and display terminal).

PayMyPark is not responsible for any fines, parking tickets, penalty notices and the enforcement of vehicle parking related offenses you incur or receive or for any damage to your vehicle. You are solely responsible for resolving with the relevant authorities any issues that you may have regarding the issuance of fines, parking tickets, penalty notices or your vehicle being impounded.

Increases or modifications to parking fees are beyond PayMyPark's control. We pass the fees through to you and we are not responsible for any fee increases. All notices and signs or directions made by relevant government authorities, traffic attendants or authorised persons shall take precedence over any information that you receive from PayMyPark. Parking rates can be changed by the parking space owner at any time.

Where you opt-in for automated payment processing at car park facilities that use license plate recognition technology, you acknowledge and agree that parking fees are calculated by third-party systems. PayMyPark acts solely as a payment facilitator through your PayMyPark account and does not control, verify, or assume responsibility for the accuracy of fees calculated by those third-party systems. Any disputes regarding fee calculation must be resolved directly with the relevant parking facility or operator.

PayMyPark may use the information it collects from you for the following purposes:

To assist in providing you with a quality service and payment processing and/or to respond to, and process, your appeal request. Any information we collect will not be used in ways that you have not consented to.

If you send us an email, we will store your email address and the contents of the email.

This information will only be used for the purpose for which you have provided it.

Electronic mail submitted to PayMyPark is handled and saved according to the provisions of the Privacy Act 2020. PayMyPark does monitor this website in order to identify user trends and to improve the site if necessary.

Any of this information, such as the type of site browser your computer has, will be used only in aggregate form and your individual details will not be identified.

Please refer to our Privacy Policy for more information

How does PayMyPark process and protect your personal information and who has access to that information?

As required by the Privacy Act 2020, PayMyPark follows strict procedures when storing and using the information you have provided. We do not sell, trade or rent your personal information to others.

PayMyPark may provide aggregate statistics about our customers and website trends, however, these statistics will not have any personal information which would identify you.

Arthur D Riley & Co Limited hosts the PayMyPark website. All data (except credit card data which is not stored at all by Arthur D Riley & Co Limited) is stored behind their firewalls. Only specific employees are able to access your personal data. This policy means that we may require proof of identity before we disclose any information to you.

Reminders

In connection with the Services, you may receive reminders and alerts via a Mobile App, and you acknowledge and consent to the receipt of such messages. Standard data charges assessed by your carrier may apply.

You acknowledge and agree that the receipt of reminders is not 100% guaranteed and that you are responsible for ensuring you either top up your parking time or vacate the parking space on time. PayMyPark shall have no responsibility or liability for any costs, loss or liability incurred by you not receiving a reminder message on time howsoever caused, or by the insufficient operation of your mobile network, mobile phone company and/or internet service provider.

Security

We want you to have a safe and secure payment experience.

All payments via the paymypark.com site are processed using SSL (Secure Socket Layer) protocol whereby sensitive information is encrypted to protect your privacy.

You can help to protect your details from unauthorised access by logging out each time you finish using the site, particularly if you are doing so from a public or shared computer.

Indemnification

You agree to indemnify, defend and hold PayMyPark, its subsidiaries and affiliates and each of their respective associated persons harmless from any claim, demand, action, cost and expense, including reasonable attorneys and accountants fees, due to or arising out of the following events:

- (i) your giving us any information which is inaccurate;
- (ii) your breach of any warranty, representation or other obligation in these Terms of Service;
- (iii) your negligence or wilful misconduct;
- (iv) your violation of any law, regulation or right of any third party;
- (v) any dispute or action between you and any third party, including parties selling or advertising goods or services on our website; and
- (vi) your use of our website or the products or Services of PayMyPark or any third party.

Warranties

The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations on us which cannot by law (or which can only to a limited extent by law) be excluded. We exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

Where you acquire services from us for the purposes of a business:

- (a) the parties acknowledge and agree that:
 - (i) you are acquiring the services covered by these Terms for the purposes of a business in terms of sections 2 and 43(2) of the Consumer Guarantees Act 1993;
 - (ii) the services are both supplied and acquired in trade from the purposes of the Fair Trading Act 1986 and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations), and 13 (False or misleading representations); and
- (b) you agree that all warranties, conditions, and other terms implied by the Consumer Guarantees Act 1993 or sections 9, 12A, and 13

of the Fair Trading Act 1986 are excluded from these Terms to the fullest extent permitted by law and the parties further acknowledge and agree that it is fair and reasonable that the parties are bound by this clause.

Termination

PayMyPark reserves the right to terminate or refuse to provide you with the Services for any reason, including, without limitation, your failure to pay for the Service, or if we decide that we no longer wish to provide that Service generally.

If you fail to comply with these Terms and Conditions, you may be, among other things, issued a parking ticket, penalty fee or have your vehicle impounded by the appropriate authorities for parking without paying the parking fee.

Without limiting other rights or remedies set forth in these Terms and conditions or as otherwise available by law or in equity, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to this website and the Services, in whole or in part:

- **(a)** if you breach these Terms of Service;
- **(b)** if we are or any of them are unable to verify or authenticate any information you provide to us, should we elect to engage in such verification; or
- **(c)** if we believe, in our sole discretion, that your actions may cause legal liability for you, other users, us or third parties.

Without limiting any other remedies, we may suspend or terminate your account, your access to our website and your use of any Services if we consider that you have engaged in fraudulent activity in connection with our website or any Services or have otherwise breached these Terms and Conditions.

If you choose to terminate your use of the Service(s) you can do so by closing your account on the website and requesting a refund of your current account balance less an Account administration fee of \$5.00, emailing info@paymypark.com. Your account will remain static for ninety (90) days.

After which, any remaining unused credit balance will be donated to a not-for-profit charity of our choice.

Should we choose to terminate the provision of any Service, we will notify you, using the most recent contact details that you have provided us with. If you are no longer receiving any Services from us, we will refund to you the current balance in your account less an Account Administration fee of \$5.00, by transfer to the source credit card for the transaction, if this is no longer active your nominated account, needing to be in the name of the account holder.

Funds held in an account that has been inactive or refunds that remain unclaimed, in both cases for a period of 2 years, whether because you fail to respond to requests from us for information or otherwise, will be deemed to have been forfeited and will become the property of PayMyPark and donated to a not-for-profit charity of our choice.

In the event of any refund, a \$5 administration fee will be charged.

Any refund can only be processed to the source credit card for the transaction. If this is no longer active then it will be to your nominated account, needing to be in the name of the account holder.

Disputes

Any claim or dispute arising under these Terms and Conditions will be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand Courts.