

## **End Users Platform - Terms of Use**

These Terms of Use ("**Terms**") govern your use and grants you ("**you**" or "**user**") a nonexclusive, personal, non-transferable, limited license to use SPARK's web and mobile Platform (as defined below) developed and owned by T.I.B.A Research and Development (1986) Ltd, its affiliates, and licensors ("**TIBA**").

BY ACCESSING THE PLATFORM OR BY USING THE SERVICES PROVIDED THROUGH IT, YOU HEREBY ACKNOWLEDGE YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS.

### **1. Description of the Services**

TIBA provides a user-friendly parking management platform ("**Platform**") that enables users to create an account, select subscription plans, and access various parking booking options, including the ability to pay in advance, use parking facilities operated by third-party parking garage providers, and access-control services ("**Services**", "**Parking Facilities**" and "**Providers**," respectively). In addition to the above, the Platform may offer additional Services from time to time, all as described on the Platform.

It is hereby clarified that although TIBA has developed the Platform, the Services provided are the sole responsibility of the Provider, including any support and maintenance required to the Platform, if any.

### **2. License Grant to Use the Platform**

TIBA grants you a personal, non-exclusive, non-transferable and non-sublicensable revocable license, which is time-limited, to use the Platform solely for receipt of the Services.

TIBA, its affiliates and/or licensors retain all rights in the Platform (including, but not limited to, all intellectual property rights). Without derogating from the aforesaid the contents of the Platform (the "**Platform Materials**") are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause or permit any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Platform pursuant to these Terms.

### **3. Access to the Platform**

It is your responsibility to ensure your mobile device or personal computer meets all the necessary technical specifications to enable you to access and use the Platform. The Platform is currently available for use via mobile on devices that operate with iOS® and/or Android®.

A number of factors may impact the quality of your communications and use of the Platform, and may result in the failure of your communications, including, without limitation, your local network your internet service provider, the public internet and your power supply. Without derogating from the aforesaid, TIBA does not guarantee that the Platform will always function without disruptions, delay or errors.

### **4. Registration and Account Information**

In order to use the Platform, you shall be required to register or create an account ("**Account**"). During the process of creating the Account, you shall be required to select a password or otherwise enter a one-time password (OTP) sent via email or SMS. You agree that you will supply accurate and complete information to us, and that you will update that information promptly after it changes.

### **5. Payments**

The Platform is provided by TIBA free of charge, however, certain Services provided by TIBA through the Platform may be subject to additional charges and payments, as determined by TIBA and its affiliates ("**Service Fees**"). TIBA may, at its sole discretion, change or update the Service Fees and the Services subject to those fees from time to time. Further, through

the Platform, the user may choose to purchase certain services provided by the Provider for the use of its Parking Facilities, which may also be subject to charges and payments (“**Parking Fees**”). The Parking Fees shall be as determined by the Provider in its sole discretion, including its applicable tariffs and terms governing the use of the Parking Facilities. TIBA has no control over, and assumes no responsibility for, the Parking Fees set by Providers or for any of the services provided by it, and any disputes or claims concerning the Parking Fees and/or the use of the Parking Facilities, must be resolved directly with the Provider.

## **6. Termination**

TIBA may suspend or terminate your Account and use of the Platform with or without notice, for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of the Platform and/or the Services or TIBA's intellectual property rights, all as determined by TIBA in its sole discretion.

If your Account, or a particular subscription for a Service associated with your Account, is terminated, suspended and/or if any benefits are selectively removed or revoked from your Account, you will have no further access to your Account or to any benefits associated with your Account or such particular Service. Without derogating from the aforesaid TIBA shall not have any responsibility and/or liability to provide you with any refund, credit and/or other form of reimbursement of any kind.

## **7. Disclaimer of Warranties; Limitation of Liability; Indemnification**

The Platform and the Services provided through it are provided by TIBA on an “AS IS” and “AS AVAILABLE” basis. You are solely responsible for any and all acts or omissions taken or made in reliance on the Platform. To the fullest extent permitted by law, TIBA, its officers, directors, employees, licensors and agents disclaim all warranties, explicit or implied, in connection with the Platform and/or the Services and your use thereof including without limitation implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness.

IN NO EVENT SHALL TIBA (AND/OR ITS THIRD PARTY LICENSORS) BE LIABLE TO YOU AND/OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE PLATFORM OR THE SERVICES INCLUDING LOSS OF DATA, LOST PROFITS OR REVENUES OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF ANY CLAIM, INCLUDING A CLAIM OF PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, WHETHER OR NOT FORESEEABLE AND EVEN IF TIBA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; WITHOUT DEROGATING FROM THE AFOREMENTIONED, IN ANY EVENT TIBA’S AGGREGATE LIABILITY IN ALL CASES AND FROM ALL CAUSES OF ACTION SHALL BE LIMITED TO THE SUM OF US \$100.

You agree to indemnify and hold TIBA, and each of its directors, officers, agents, contractors, partners, licensors and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of the following:

- a. Your use of, and access to the Platform;
- b. Your violation of any term herein;
- c. Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- d. Any claim that any user submission made by you has caused damage to a third party.

## **8. Our Privacy Practices**

We respect our users’ privacy rights. Please review our [Privacy Policy](#) before using the Platform and Services. Our Privacy Policy is an integral part of these Terms and incorporated herein by reference. We encourage you to periodically review our Privacy Policy.

## **9. Notices and Updates**

We reserve the right to periodically amend or revise the Terms at our sole discretion; such changes will be effective immediately upon the display of the revised Terms. Your continued use of the Platform following such amendments constitutes your acknowledgement and consent of such amendments to the Terms and your agreement to be bound by them. In the event of a material changes, we will make best efforts to provide written notification via email.

## **10. Platform Updates**

TIBA may make modifications, updates and upgrades to the Platform and Services, as it deems necessary. The Terms will apply to any updates that TIBA may make available to you unless the update is accompanied by a separate license, in which case the terms of that license will govern. You agree that updates may require you to change or update your application, and may affect your ability to use, access or interact with the Platform.

## **11. Miscellaneous**

By installing, accessing or using the Platform you confirm that you are at least 18 years of age. You may not use the Platform and may not accept this Terms if you are a person barred from receiving the services provided through the Platform under the laws of the country in which you are resident or from which you use the Platform.

By using the Platform, you agree that the laws of the State of Ohio, without regard to principles of conflict of laws and regardless of your location, will govern this Agreement and any dispute of any sort that might arise between you and TIBA. Any claim or dispute between you and TIBA regarding your use of the Platform shall be decided exclusively by a court of competent jurisdiction located in Columbus, Ohio.

The failure by TIBA to enforce any provision of this Terms, will not constitute a waiver of future enforcement of that or any other provision. If, for any reason, a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

These Terms constitute the complete and exclusive agreement between TIBA and you regarding its subject matter and supersede all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to its subject matter.

For any questions about these Terms or any other issue regarding the Platform please contact us at: [info@tibaparking.com](mailto:info@tibaparking.com).

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