

GENERAL TERMS AND CONDITIONS FLYPARKS

1. Introduction and scope

- a. These general terms and conditions (the "**General Terms and Conditions**") apply to all services provided directly or indirectly by ROOSH Platforms B.V., a private company with limited liability, with its registered office in Eindhoven and place of business in 5617 BC Eindhoven at Torenallee 20 and registered with the Trade Register of the Dutch Chamber of Commerce under number 86903039, also trading under the name Flyparks (hereinafter referred to as "**Flyparks**"), via any online or offline channel, website, (mobile) application, medium and/or any other type of platform (hereinafter referred to as a "**Platform**"). By making a reservation (a "**Reservation**") via one of the Platforms of Flyparks, you (the "**Customer**") declare to have read, understood and agreed to the General Terms and Conditions and the Privacy Statement.
- b. The Customer is aware that Flyparks acts as an intermediary Platform only between the Customer and the party carrying out the parking service (the "**Parking Provider**"). Flyparks will give Parking Providers the opportunity to offer their services and will give the Customer the opportunity to compare offers of Parking Providers. By making a Reservation via the Platform, the Customer enters into an independent agreement (the "**Agreement**") with the Parking Provider the Customer makes the Reservation with and from whom the Customer will directly purchase the parking service. The Agreement may be subject to separate general terms and conditions of the Parking Provider, to which the Customer agrees. Flyparks is not a party to this Agreement and has no influence on and is not responsible for the (content of the) separate general terms and conditions of the Parking Provider. Flyparks is under no circumstances involved in or responsible for the performance of the Agreement by the Parking Provider.
- c. The Client acknowledges and agrees that the parking services offered through the Platform can also be offered through a broker other than Flyparks and that the Client enters into an agreement with this broker in addition to or replacing the (direct) Agreement with the Parking Provider. This will be clearly indicated on a case-by-case basis through the Platform, whereby in any case these General Terms and Conditions will continue to apply without prejudice and the references to Parking Provider must be read as references to Parking Provider and / or broker.
- d. These General Terms and Conditions only apply to the online reservation process that precedes the conclusion of the Agreement between the Customer and the Parking Provider. The General Terms and Conditions of the Parking Provider apply to the Agreement between the Customer and the Parking Provider.

2. The process

- a. When the Customer accepts the Parking Provider's offer by making a Reservation on the Platform, the Customer will receive a confirmation by email from Flyparks, after which the Customer can use the reserved parking service at the Parking Provider on the agreed date or dates.
- b. Confirmations will be sent automatically to the email address provided by the Customer. In the event the customer has not received the confirmation, Flyparks shall not be liable for this if the email address or phone number provided is incorrect or if the Customer uses a spam filter.

3. The offer

- a. Prices displayed on any Platform always include VAT, unless otherwise indicated on the Platform or in the confirmation email.

4. Payment

- a. The Customer shall pay the agreed price for the performance of the parking service by the Parking Provider electronically via the Platform prior to the completion of the Reservation. The Platform offers various payment methods (such as credit card and PayPal). If the parking service is offered using a broker other than Flyparks, it may be that payment needs to be made to this broker. This will be clearly indicated on a case-by-case basis through the Platform.
- b. The costs of using a certain payment method shall not exceed the costs of Flyparks for offering this payment method.
- c. Only when explicitly stated shall it be possible to pay the amount of the Reservation in full or in part to the Parking Provider at the start of the Reservation.

5. Obligations and responsibilities of Flyparks

- a. As an intermediary, Flyparks is responsible for mediating between the Customer and the Parking Provider in the performance of the Agreement. Since the Customer enters into the Agreement directly with the Parking Provider, Flyparks cannot guarantee the correct performance of the parking service and such performance cannot be enforced via Flyparks. Flyparks is not responsible for any failure to comply with the Parking Provider's obligations under the Agreement or for any damage the Customer may sustain in the performance of the parking service by the Parking Provider. The Customer agrees that the Parking Provider has sole responsibility for the performance of the Agreement and the parking service.
- b. The conditions for purchasing the parking service are determined by the Parking Providers; Flyparks does not influence this and is not liable for this.
- c. Flyparks does its best to verify all security measures of the parking facility shown on the Platform, it is the responsibility of the Parking Provider to communicate this correctly and Flyparks cannot be held responsible for this.
- d. Flyparks is not responsible for any loss or theft of and/or damage to the Customer's vehicle.
- e. The reservation process is electronically automated. Flyparks can therefore not guarantee that the offered price and availability as shown on the Platform and/or the Reservation is correct. If this information is incorrect, Flyparks has the right to request an additional payment from the Customer or to cancel the parking service and reimburse the Customer for the amount of the Reservation. The Customer has the right to cancel the Reservation online via the Platform within 24 hours after receipt of the relevant notification via e-mail. Flyparks will always make an effort to offer an alternative and similar parking service as far as reasonably available.
- f. Flyparks shall not be liable for the unavailability of a parking space reserved by the Customer if the Parking Provider has not or not correctly communicated it to Flyparks and/or the Customer. In the event of overbooking, the basic amount and any options, if applicable, will be refunded to the Customer. Any other losses incurred by the Customer as a result of the unavailability of the reserved parking space (including the cost of a replacement parking space or additional travel or accommodation costs) cannot be recovered from Flyparks.
- g. Flyparks is under no circumstances liable in the event of a force majeure situation. Force majeure means a situation that could not be foreseen and/or over which Flyparks has no control and which prevents Flyparks from providing adequate mediation between the Customer and the Parking Provider.
- h. To the extent permitted by law, Flyparks shall only be liable for any direct losses incurred by the Customer due to an attributable shortcoming of the obligations of Flyparks with regard to the intermediary services as stipulated in these General Terms and Conditions, up to an amount equal to the amount stated on the Reservation.

6. Obligations and responsibilities of the Customer

- a. The Customer must have legal capacity and be 18 years of age or older. If this is not the case, Flyparks may deem the Reservation as not valid.
- b. In the case a Customer makes a Reservation for multiple persons, the Customer needs to state explicitly to have been authorised to make the Reservation and to accept the General Terms and Conditions for himself and for any other persons the Reservation has been made for.
- c. It is the responsibility of the Customer to be at the location of the parking service on time. If the Customer expects to arrive more than half an hour later, he is obliged to report this. If the delay is not reported, the Customer runs the risk of being classified as a no-show.
- d. It is the responsibility of the Client to provide complete and accurate information to Flyparks to enable the performance of the service.
- e. In the event that the Customer experiences problems with the service resulting from not (properly) reading the Reservation, Flyparks shall not be responsible for this.

7. Making changes or canceling

- a. The Customer is entitled to change any information regarding the Reservation until 24 hours before the start of the Reservation.
- b. A Reservation can be canceled free of charge up to 24 hours before the start of the Reservation. In the event of cancellation, 100% of the order value of the Reservation will be refunded to you. If a cancellation takes place within 24 hours before the start of the Reservation, the Client is not entitled to compensation of any amount of the Reservation. The provisions of this paragraph also apply to shortening the term of the Reservation.
- c. You may cancel a Reservation by submitting your cancellation request in writing via email to info@flyparks.com.au, by filling in the contact form on the contact page or via the client environment on the Platform in question. This must be done within the opening hours of (Monday to Friday from 9am to 5pm) and at the latest 24 hours before the start of the Reservation.
- d. If you wish to shorten the duration of the Reservation at the Parking Provider, you are not entitled to a (partial) refund of the order amount of the Reservation.
- e. If a certain parking service of the Car Park Provider has different conditions on cancellations or changes, this will be explicitly stated on the Platform in question. If the parking service offered through the Platform is offered through a broker other than Flyparks, the cancellation and/or modification conditions of that broker apply. These cancellation and/or modification conditions are made available before you make a reservation.
- f. Changing the details of the Reservation is only possible via the Platform until 24 hours before the start of the Reservation. If you wish to change any details within 24 hours before the start of the Reservation, you must contact the Parking Provider directly.
- g. No legal right to revoke applies to the purchase of parking services such as this one. When the Customer accepts the Parking Provider's offer by making a Reservation on the Platform, a binding Agreement is concluded between the Customer and the Parking Provider.

8. Privacy

- a. The privacy policy of Flyparks that applies to these General Terms and Conditions is described in the Privacy Statement that can be found on [this page](#).

9. Complaints

- a. Complaints about the services of Flyparks must be reported in writing to Flyparks within one month after the end date of the parking period (as stated in the confirmation of the Reservation).
- b. In the event of complaints about the Parking Provider and the performance of the Agreement between the Parking Provider and the Customer, the Customer must contact the Parking Provider directly.
- c. The lodging of a complaint by the Customer does not suspend the payment obligation under the Reservation.
- d. Complaints must contain detailed descriptions of the shortcomings of Flyparks, and include written substantiations (proof of payment, transcripts, etc.).
- e. In the event of any complaints about the performance of the parking service by the Parking Provider, Flyparks will send these directly and unaltered to the Parking Provider. Flyparks will not enter into negotiations with the Customer. Flyparks may mediate between the Customer and the Parking Provider in order to find a solution, but is not obliged to do so.

10. Final provisions

- a. Flyparks is entitled to transfer its obligations under these General Terms and Conditions to its legal successors in the event of a transfer of ownership of the company of Flyparks.
- b. If a provision that is included in these General Terms and Conditions is invalid or void or is annulled, all other provisions shall remain fully applicable. In such a case, the invalid provision will be replaced by a provision that is binding and that has the same meaning as the invalid provision, to the extent possible.
- c. No other general terms and conditions than these General Terms and Conditions apply to the online booking process that precedes the conclusion of the Agreement between the Customer and the Parking Provider.
- d. These General Terms and Conditions may only be deviated from by written agreement.
- e. Flyparks reserves the right to change these General Terms and Conditions. The amended General Terms and Conditions become applicable at the moment they are made available on the relevant Platform.
- f. If one or more of the provisions of these General Terms and Conditions conflict with the General Terms and Conditions of the Parking Provider that apply to the Agreement, the provisions of these General Terms and Conditions shall prevail.

11. Applicable law and dispute resolution

- a. These General Terms and Conditions and the services provided thereon by Flyparks are governed by Dutch law. If the Customer is a consumer who has his or her permanent residence or domicile in the EU, the Customer is also protected by mandatory provisions of his or her country of residence. The provisions of the Vienna Convention do not apply to the legal relationship between the Customer and Flyparks.
- b. All disputes that may arise from the realization, performance or completion of the services these General Terms and Conditions apply to, will be submitted to the competent court in 's-Hertogenbosch, the Netherlands. Consumers may also submit claims relating to the enforcement of relevant mandatory rules of their country of residence to the courts of their country of residence.