

SMSParking B.V.

These General Terms and Conditions can be accessed via the SMSParking B.V. website where they can be downloaded as a PDF file. If you prefer receiving them by regular mail, we will be happy to provide you with one copy of these Terms and Conditions. SMSParking B.V. reserves the right to make partial or complete modifications to these General Terms and Conditions; the modifications, if any, will be published on our website. Please note that, if any of the stipulations from these General Terms and Conditions becomes, or is about to become null and void, it will not affect the validity of all other stipulations from these General Terms and Conditions in any way whatsoever.

The User is not entitled to transfer the rights and/or obligations, coming forth from the services provided by SMSParking B.V. and described in these General Terms and Conditions, to any third party without prior written permission issued by SMSParking B.V.

These General Terms and Conditions are governed by the law of The Netherlands.

Disputes, if any, related to the services provided by SMSParking B.V., will be settled under the jurisdiction of the Civil Court of 's-Hertogenbosch.

Definitions

- 1.1 Where in these General Terms and Conditions of Use applicable for the Users of SMSParking B.V. the term "***User***" appears, it refers to any private person who is using the parking services, as well as company or organization which, either through any third party or not, is using the parking system provided by SMSParking B.V., operated by means of the cellular phone text message exchange, or any other service offered by SMSParking B.V.
- 1.2 Where in these General Terms and Conditions of Use applicable for the Users of SMSParking B.V. the term ***SMSParking B.V.*** appears, it refers to the Party which registers and manages the data of the users, vehicles, parking area as well as the parking capacity used, performing that on the basis of the text message exchange and using computer and mobile communication equipment and technology thereto.
- 1.3 Where in these General Terms and Conditions of Use applicable for the Users of SMSParking B.V. the term ***Parking Fee Foundation SMSParking*** appears, it refers to the Foundation which, in accordance with the registration and managing by SMSParking B.V. mentioned under 1.2 above, aims at receiving, managing and transferring to the beneficiaries the parking fees due, subscriptions and entrance fees, as well as any other type of remuneration.

Registration as user

- 2.1 The User is responsible for providing his/her correct and full name and address details, cellular phone number(s), vehicle registration number (licence plate number), bank account number and credit card details. Modifications, if any, in those data must be immediately communicated to SMSParking B.V. either in writing, per e-mail or text message, or entered, insofar possible, through the personal web page on the SMSParking B.V. website.
- 2.2 SMSParking B.V. shall register and manage the data entered by the User in accordance with the stringent privacy protocols, in a secured office environment and in compliance with the regulations set forth in the ***Personal Data Protection Act***.
The application sent by SMSParking B.V. was received by the ***Personal Data Protection Board*** on April 25, 2008, and registered under the number **m1364886**
Those data shall never be used for commercial purposes other than the provision of services to the User by SMSParking B.V.

The User is entitled to inspect the registered personal data.

It can be done free of charge, through the personal web page at www.smsparking.nl; it is also possible to receive, upon request, a written printout of the registered personal data.

Liability and regulations

- 3.1 SMSParking B.V. cannot be held liable for any indirect or consequential damage resulting from the use of the services or systems provided by SMSParking B.V.
The liability for direct damage shall be limited to €100.00 per case, with a maximum of €500.00 per annum.
A series of related events shall be considered ***one*** event.

- 3.2 The User recognizes that the provision of services by SMSParking B.V. is dependant of the availability and proper functioning of the mobile communication means, (mobile) networks and the services provided by third parties.
SMSParking cannot be held liable for any damage resulting from inadequate functioning of the cellular phone number and/or networks or services provided by third parties, such as not, or not in time, receiving a text message.
- 3.3 Parking contrary to these General Terms and Conditions may be considered ***parking without payment*** by the municipality concerned. In the event of parking contrary to these General Terms and Conditions, SMSParking B.V. shall not be deemed liable for any financial consequences of potential on-the-spot fines, tow-away and other municipal and judicial management measures.
- 3.4 Should an interruption of the parking system offered by SMSParking B.V. take place, or a breakdown in the network provided by third parties, the User will be obliged to pay the parking fee in another way - for instance, by purchasing a parking ticket from a parking machine.
In the event of parking contrary to these General Terms and Conditions, SMSParking B.V. shall not be deemed liable for any financial consequences of potential on-the-spot fines, tow-away and other municipal and judicial management measures.
- 3.5 Should the User wish to stop using the parking services provided by SMSParking B.V. and to remove all of the personal data from all of the files, it will be sufficient to send a written request or an e-mail to SMSParking B.V. SMSParking B.V. shall send a written confirmation to the User informing him/her that all of the data provided would be deleted.
- 3.6 SMSParking B.V. reserves the right to refuse a registration application sent by a potential User, or to suspend or discontinue the services provided to a User and shall therein explain the reason(s) for such a decision.

Applicable law and regulations, and municipal policy

- 4.1 The related municipal ordinances shall be applicable to all Users of the services provided by SMSParking B.V., and, in case of parking on the private parking lots or in parking garages, the General Terms and Conditions shall additionally apply.
- 4.2 As a result of his/her use of the parking services provided by SMSParking B.V, the User shall not be entitled to any right to a parking lot itself. Should it be induced by certain circumstances, the User will have to directly and unconditionally follow all instructions given by either municipal ticket inspectors or the employees of SMSParking B.V., verbally or in writing, via cellular phone, in a text message, through the Internet or in any other way whatsoever.
- 4.3 The municipalities may at their own discretion modify the applicable parking fees. SMSParking B.V. cannot be held liable for any possible financial consequences resulting from the modifications in municipal parking fees.
- 4.4 SMSParking B.V. shall act strictly to the rules set forth in the ***Personal Data Protection Act***. All of the personal data shall be registered, kept and managed in accordance with the stringent confidentiality rules and in a secure environment.

Payment of services to SMSParking B.V.

- 5.1 The user is responsible for the exact and correct provision of necessary data, such as: name, address, residence, cell phone numbers and, if applicable, company data and bank account number(s). Amendments and/or additions to those data must be immediately and in writing passed to the **SMS Parking B.V.**, either by e-mail or by regular mail, accompanied by a copy of the identity document; if such possibility exists, the amendments and/or additions may be passed by editing and updating the personal page on the website.
User shall be deemed responsible for secure use of the password provided to him/her as well as for other access and pin codes, if any, to the personal page.
- 5.2 The User shall pay the ***single*** entrance fee of €5.00 per account registered, and shall authorize SMSParking B.V. to automatically collect that amount from his/her account. That entrance fee is also mentioned in the application form and on the website of SMSParking B.V.

- 5.3 The User shall pay €0.15 per text message for the services provided by SMSParking B.V. The payment for the services provided shall be collected twice a month, together with the amount due for the parking fees, and it will be done by automatic money transfer, on the first and the sixteenth day of a month.
- 5.4 Immediately after the User entered all of the necessary data and the required entrance fee is credited to the account of the **Parking Fee Foundation SMSParking**, the parking account applied for will be activated and the activation will be confirmed in an e-mail sent by SMSParking B.V.
- 5.5 The User shall be considered responsible for the payment of the entrance fee, the parking fees due as well as the text message exchange, and shall do that by allowing the automatic money collection from his/her account. The automatic collection of money intended for the payment of the parking services facilitated by SMSParking B.V., being the municipal parking fee and the costs of the services provided, shall take place twice a month - on the first and the sixteenth day of each month.
- 5.6 The User hereby certifies to be familiar with the municipal parking fees due and the costs of the text messages to be charged by SMSParking B.V., and authorizes SMSParking B.V. to collect the costs of these parking services by means of an automatic collection from the bank account of giro account specified by the User.
- 5.7 Private users are entitled to reverse the amount collected and may do that within 30 days from the collection date by requesting the bank to perform the adjustment. The business Users will be entitled to do so within 5 working days from the collection date.
- 5.8 If the User did not pay the amount due, for instance, as a result of reversed collection or insufficient account balance, the User shall receive a reminder sent by e-mail and in a text message and will be given the opportunity to settle the amount due within 3 days.

Should the User remain in arrears after the expiration of the said period of 3 days, the provision of services by SMSParking B.V. will be terminated; the User is familiar with the fact that the municipality concerned will, from that moment on, have to consider all parking actions **parking without payment**. After this you still have 4 days to pay the amount due without SMSParking charging you extra.

- 5.9 Should the User, even after the receipt of the remainder, remain in arrears, SMSParking B.V. will then charge him/her with €7.50 additional administration costs and shall send the payment request for further settlement by the Process Servers Office, *Gerechtsdeurwaarders Janssen & Janssen CS* of Eindhoven. From that moment on, any additional costs, either legal or paralegal, as well as the legally owed interests shall be for the account of the User.

Use of services provided by SMSParking B.V.

- 6.1 The User is responsible for the use of the registered cellular phone, activation of number recognition function, correct entry of the vehicle licence plate number and the parking area applicable.
- 6.2 User shall be deemed responsible for secure management of his/her "user name" and "password". In the event that user loses his/her user name, password or both, the following procedure will have to be implemented in accordance with the **Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*)**:

password - please text a message with "pass" to 4030
password will be sent by e-mail to the address kept in the personal records

user name - please text a message with "user" to 4030
user name will be sent by e-mail to the address kept in the personal records

password + user name
if the account is not yet activated -
 please send a written request for issuing of missing password and user name; such written request should include all personal data, home address, Phone numbers, e-mail addresses and bank account number(s). The request should be accompanied by a copy of the identity document and should be sent to **SMS**

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The user name will then be sent by e-mail and the password by regular mail to the address stated by the user.

- 6.3 The User is responsible for the correct termination of the parking action which will be terminated only after SMSParking B.V. confirmed so in a reply text message.
- 6.4 All parking actions will be automatically terminated after the expiration of 24 hours from the moment of activation of the parking service by the User.
In the meantime, the User may receive regular text alerts if he/she opted for such a service by specifying it in the personal web page settings.
- Should the User wish to continue his/her parking action after 24 hours time, then the User will have to apply again after the expiration of that regular time period.
- 6.5 After the registration is finished, the user is automatically registered to receive a newsletter from SMSParking.
SMSParking sends this newsletter at the most once a month. If the user does not want to receive the newsletter, he can change this in his own user account.
- 6.5 Parking fines, if any, issued between the moment of parking i.e. drive away and the moment of activation and termination of the parking activity shall be for the account of the User.