

KarPark Terms & Conditions

Table of Contents

KarPark Terms of Service	1
1. Introduction	2
2. Registration	2
3. Use and Abuse of the Site	2
4. Advertising and Commercial Use	3
5. Our Liability	3
6. Communication	3
7. Other Sites and Linking	4
8. Intellectual Property	4
9. General	4
10. Further Questions	5
Parking Space Licence Agreement	6
1. This Agreement	7
2. Parking Session/Subscription and Payment	7
3. End of Parking Session/Subscription	7
4. Overstays	8
5. Parker Obligations	8
6. Host Obligations	9
7. Complaints, Claims and Liability	9
8. General Release	9
9. General	10
Parker Agreement	11
1. These Terms	12
2. Registration	12
3. Enquiries, Parking Session/Subscriptions and Payment	13
4. Parking Spaces	13
5. Hosts Responsibility	14
6. Parking Licence	14
7. Complaints and Disputes	14
8. Your Obligations	14
9. Termination and Suspension	15
10. Insurance	15
11. Non-solicitation	16
12. Disclaimers	16
13. Your Liability and Indemnity	16
14. Limitation of Liability	17
15. Electric Vehicle Charging	17
16. General	18
17. Governing Law and Jurisdiction	19
18. Dispute Resolution	19
Host Agreement	20
1. Terms and Conditions	21
2. Services and Listings	21
3. Appointment as Agent	22
4. Parking Session/Subscriptions, Payment and Our Charges	22
5. Parking Space	23
6. Approvals	24
7. Your Obligations	24

8.	Publicity.....	25
9.	Termination.....	25
10.	Insurance.....	25
11.	Disclaimer.....	26
12.	Your Liability.....	26
13.	Our Liability.....	26
14.	Non-solicitation.....	27
15.	Confidentiality.....	27
16.	General.....	27
17.	Governing Law and Jurisdiction.....	28
18.	Dispute Resolution.....	28
	Owner Management Agreement.....	30
1.	Terms and Conditions.....	31
2.	Services and Listings.....	31
3.	Appointment as Agent.....	32
4.	Parking Session/Subscriptions, Payment and Our Charges.....	32
5.	Parking Space.....	33
6.	Approvals.....	34
7.	Manager's Obligations.....	34
8.	Publicity.....	34
9.	Termination.....	34
10.	Insurance.....	35
11.	Disclaimer.....	35
12.	Your Liability.....	36
13.	Our Liability.....	36
14.	Non-solicitation.....	37
15.	Confidentiality.....	37
16.	General.....	37
17.	Governing Law and Jurisdiction.....	38
18.	Dispute Resolution.....	38

KarPark

Terms of Service

1. Introduction

- 1) KarPark (hereinafter referred to as "KarPark", "we", "us" or "our") operates a platform and community marketplace that helps people create, list, host, discover, book and use private carparks around the world, whether through our website or our mobile applications ("Platform"). KarPark refers to KPark Limited (a New Zealand Registered Business).
- 2) The Platform is operated by KarPark and membership is open to any approved individual who chooses to register with the site.
- 3) These terms will apply to anyone who views or uses the Platform ("you"). Whether you register or not you will be bound by these terms and conditions in full and you also agree to be bound by the terms of our Privacy policy which explains the use KarPark are authorised to make of your personal information.
- 4) These Terms and Conditions relate to your passive use of the Platform, if you wish to use a parking space through the Platform you will also need to enter into a Parking Space Licence Agreement with the Parking Space Host (for whom the Manager acts as an Agent) and you will be bound by our Parker Agreement.
- 5) If you are a private parking space host and you wish to rent your parking space with us you will be bound by our Parking Space Host agreement.
- 6) Please note that these terms and conditions may be amended from time to time. Notification of any changes will be made by posting new terms onto the Site. In continuing to use the Site you confirm that you accept the then current terms and conditions in full at the time you use the Site.

2. Registration

- 1) Registration with the Site is currently free, however in order to become a registered user you will have to provide some basic personal information. You agree that all information supplied on registration is true and accurate and will be kept up to date.
- 2) You may not have more than one registration and KarPark reserves the right at our discretion to delete or cancel the membership of any person who in our opinion possesses more than one registration at any time.
- 3) You may not impersonate any other person in any registration whether or not that other person is a user of the Site.
- 4) You may terminate your account at any time via the Platform.
- 5) KarPark reserves the right to terminate your registration immediately without notice at KarPark's sole discretion.

3. Use and Abuse of the Site

- 1) You agree that any information you supply will be true and accurate.
- 2) You may not use the site to publish any offensive, inaccurate, misleading, defamatory, fraudulent, or illegal information or content.
- 3) KarPark reserves the right at our discretion to remove any content from the site, terminate your registration or membership and restrict your access to our services at any time for any reason.

- 4) KarPark grants you a limited licence to access and make personal use of the Site, but not to download (other than page caching) or modify it, or any portion of it, except with our express written consent.
- 5) In the event that you are informed that you will no longer be entitled to access the services you will not be entitled to register again and you will no longer have permission to use the Site.

4. Advertising and Commercial Use

- 1) Users of the Site are not entitled to directly advertise to or solicit the custom of other users without our express written consent.
- 2) You are not entitled to resell or commercially exploit the Site's contents other than content you have posted. You are not entitled to use any data mining, robots, or similar data gathering and extraction tools to collect usernames, email addresses or any other data for the purposes of sending unsolicited email or for any other use
- 3) In the event that you are found by us to have been sending unsolicited email to our users then the Manager reserves the right to terminate without notice your use of the Site without limiting any other rights and remedies KarPark may have.

5. Our Liability

- 1) The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy and is provided on an "as is" basis. To the extent permitted by law, KarPark hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by any law, regulation, statute, common law or law of equity.
- 2) KarPark will not be responsible for any breach of these Terms and Conditions.
- 3) KarPark makes no promise that the services at the Site will meet your requirements. KarPark cannot guarantee that the services will be fault-free.
- 4) Your access to the Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. KarPark will attempt to restore the service as soon as it reasonably can.
- 5) From time to time it may be necessary to suspend access to the Site for a period of time and any such interruptions shall not constitute a breach by us of these terms.
- 6) KarPark will not be liable for any business, financial, or economic loss nor for any consequential or indirect loss (such as lost reputation, lost profit or lost opportunity) arising as a result of your use of the Site whether such loss is incurred or suffered as a result of our negligence or otherwise.

6. Communication

- 1) KarPark requests that all information provided to us is accurate, current and complete.
- 2) All notices sent to you will be sent to the email address provided to us. By accepting these terms and conditions, you give your consent to receive communications from us by email and you agree that all agreements, notices, disclosures and other communications that KarPark provide to you by email satisfy any legal requirement that such communications be in writing.

- 3) Personal information that you supply to us will not be disclosed by us to any third party save in accordance with our Privacy Policy. You agree that KarPark may use the personal information supplied by you in accordance with our Privacy Policy.

7. Other Sites and Linking

- 1) The Platform may include links to other websites or material which are beyond its control. KarPark are not responsible for content on any site outside the Platform.
- 2) You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 3) You must not establish a link from any website that is not owned by you.
- 4) Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. KarPark reserves the right to withdraw linking permission without notice.

8. Intellectual Property

- 1) The format and content of this Site is protected by New Zealand and international copyright and KarPark reserves all rights in relation to our copyright whether owned or licenced to us and all rights are reserved to any of our registered and unregistered trademarks (whether owned or licenced to us) which appear on this Site.
- 2) By displaying user-generated content on this site you expressly assign all copyright and other rights to such content to us (and you agree to waive all moral rights in relation to such content) for the avoidance of doubt the KarPark are permitted to use any user-generated content for any of our other business purposes, even following termination of your registration or membership.
- 3) KarPark do not screen user-generated content (including content relating to available parking spaces) or information on the Platform and KarPark cannot give any assurance as to its accuracy or completeness. Users of this Platform are expressly asked not to publish any defamatory, misleading or offensive content or any content which infringes any other persons intellectual property rights (e.g copyright). Any such content is contrary to our policy, KarPark does not accept liability in respect of such content, and the user responsible will be personally liable for any damages or other liability arising and you agree to indemnify us in relation to any liability KarPark may suffer as a result of any such content.
- 4) This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Site without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this Site without our express written consent.

9. General

- 1) For users domiciled in New Zealand, these terms and conditions are governed by the laws of New Zealand and are made between KarPark and you.

- 2) For users domiciled outside New Zealand, these terms and conditions are governed by the laws of New Zealand without reference to its principles of conflicts of laws and are made between KarPark and you.
- 3) If you breach these terms and conditions and KarPark decide to take no action or neglect to do so, then KarPark will still be entitled to take action and enforce our rights and remedies for the breach.
- 4) KarPark may make changes to the format of the Platform, services
- 5) provided or to the Platform's content at any time without notice.

10. Further Questions

- 1) If at any time you would like to contact us with your views about our terms of use, you can do so by emailing us at admin@karparkapp.com.

Parking Space Licence Agreement

1. This Agreement

- 1) This agreement is between the Parker ("Parker") who has booked a parking space through our KarPark website, and, or, our mobile applications and software ("KarPark" or "Platform") and the Owner/Manager/Host or Operator ("Host") of the parking space ("the Parking Space") which has been licenced. Each of the parties and details of the Parking Space and the proposed parking licence session/subscription are as set out in the parking space listing on the Platform and accepted on confirmation of the parking session/subscription.
- 2) The Host represents and warrants that it is the owner/manager/host of the Private Parking Space or the person who is duly authorized to arrange licensing of the Parking Space. If you, the Host are a tenant of the property which contains the private parking space it is your responsibility to ensure you have the property owner/manager/host's consent to list the parking space on KarPark. This agreement details the terms and conditions which apply between the Parker and the Host relating to the Parker's licence of the Parking Space.
- 3) The Parker agrees that they are responsible for ensuring that any person they allow to drive the vehicle to the Parking Space complies with these terms and the Host similarly agrees that they are responsible for ensuring that any person who assists them with managing a parking session/subscription or is responsible for or authorized to manage the Parking Space or a parking session/subscription complies with the terms of this Agreement.
- 4) KarPark is the Host's agent for the purpose of this Agreement but is not the actual Host entity. This Agreement is between the Parker and the Host (for details of the terms which apply between the Parker and KarPark, please see the Parker Agreement or for the terms which apply between the Host and KarPark, please see the Parking Space Host Agreement). KarPark is an intended third party beneficiary of this Agreement but it shall have no obligations to the Parker or the Host under this Agreement.
- 5) The Host grants a licence to the Parker to use and occupy the Parking Space during the parking session/subscription. The Parker is not a tenant of the Host and has not been granted exclusive possession/subscription of the Parking Space.

2. Parking Session/Subscription and Payment

- 1) The Parker and the Host agree with each other to make all parking session/subscriptions for the Parking Space through KarPark and acknowledge that KarPark will handle the parking session/subscription and payment process on the Host's behalf.
- 2) All parking session/subscriptions and payments will be made in accordance with the 'Parker Agreement' and 'Parking Space Host Agreement' and the Parker acknowledges that all payments made to KarPark are received by KarPark as agent for the Host.
- 3) The Parker and the Host acknowledge that payments to the Parker and the Host will be subject to deductions for charges and fees (i) in relation to the processing of payments by banks and other merchants such as Stripe and (ii) by, or on behalf of, the party that is the owner/manager/host or manager in respect of the relevant Parking Space.

3. End of Parking Session/Subscription

- 1) The Parker must vacate the Parking Space and cease using the Parking Space by the end of the parking session/subscription.

4. Overstays

- 1) The Parker will be liable to pay the full costs incurred or levied for any overstay after the parking session/subscription including but not limited to administration, compensation and costs related to enforcement and removal.
- 2) If the Parker overstays then the Host reserves the right itself or to instruct a third party to remove the Parker's vehicle(s) from the Parking Space (and the Parker will be liable and charged for the costs of any such action).
- 3) KarPark has full discretion about whether any fees or charges will be valid and applied for overstays and KarPark's decision will be final.

5. Parker Obligations

- 1) The Parker has sole responsibility for their own safety and the safety of their vehicle during the Parking Licence session/subscription. The Host is not responsible and does not accept liability for ensuring the safety of the Parker or the vehicle.
- 2) The Parker represents, warrants and agrees that they will:
 - A) Keep the Parking Space clean, tidy and clear of rubbish and leave the Parking Space in the same condition as at commencement.
 - B) Park the vehicle in the Parking Space without obstructing any adjoining or nearby parking spaces, driveways or property.
 - C) Notify the Host or KarPark of any damage to the Parking Space during the Parking licence session/subscription as soon as it occurs.
 - D) Not do or permit to be done on the Parking Space anything which is, or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to the Host or to the owner/manager/host or occupier of neighbouring property.
 - E) Not conduct any illegal or immoral activity from the Parking Space.
 - F) Not conduct any business or commercial activity whatsoever from the Parking Space.
 - G) Not use the Parking Space for any purpose other than for parking; maintain insurance on the vehicle as required by applicable law; indemnify and hold harmless the Host against all loss, liability, damages, costs and expenses arising from the Parker's negligence in connection with the Parking Space, except to the extent that such loss, liability, damages, costs or expenses are caused by the negligent acts or omissions of the Host; and
 - H) Act with courtesy towards the Host.
 - I) Follow any site-specific instructions or rules relating to the Parking Space imposed by the Host from time to time (either on the platform or by written instruction), to the extent that the site specific instructions/rules do not contradict or negate these Terms and Conditions.
 - J) The Parker acknowledges that the Parking Space is someone else's property and agrees not to access any other part of the property to which the Parking Space is attached.

6. Host Obligations

- 1) Although the Parker has sole responsibility for their own safety and the safety of their vehicle during the Parking licence session/subscription and the Host is not responsible for ensuring the safety of the Parker or the vehicle the Host will not deliberately do or omit to do anything which will or is likely to put the Parker's vehicle or persons at risk.
- 2) The Host shall ensure that the Parking Space is properly and fully described in the KarPark listing under details / Instructions and in particular if the Parking Space is not suitable for certain types of vehicles or if there are any access restrictions this will be specified.
- 3) The Host will ensure that the Parking Space is available for the duration of the Parking licence session/subscription and will not obstruct the Parker or prevent the Parker from parking in the Parking Space.
- 4) The Host represents, warrants, and agrees that:
 - A) The Parking Space listing is on private property over which the host has legal control.
 - B) The Parking Space listing is true, complete and accurate.
 - C) They will respond promptly to any enquiries via the platform with help to direct the Parker to the Parking Space and they will ensure that the Parking Space may be accessed easily by the Parker and is not obstructed at the start of or during the Parking licence session/subscription;
 - D) They will ensure that the Parking Space is clean, tidy and clear of rubbish at the start of the Parking licence session/subscription.
 - E) They will indemnify and hold harmless the Parker against all loss, liability, damages, costs and expenses arising from the Host's negligence in connection with the Parking Space, except to the extent that such loss, liability, damages, costs or expenses are caused by the negligent acts or omissions of the Parker; and
 - F) They will act with courtesy towards the Parker and assist and cooperate with the Parker in relation to locating the Parking Space.

7. Complaints, Claims and Liability

- 1) Each party agrees that if any dispute arises concerning the Parking Space or otherwise during the Parking licence session/subscription, each party will attempt to resolve such dispute in the first instance by directly communicating with the other.
- 2) Neither party will be liable to the other for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any consequential, special, indirect, or exemplary damages whatsoever arising out of this agreement, the Parking Space or the Parking licence session/subscription however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages.

8. General Release

- 1) The Host and Parker each hereby fully and forever release KarPark and its partners, employees, attorneys, agents, successors, representatives, shareholders, parent companies, subsidiaries, affiliated companies and assigns, jointly and severally (collectively, the "KarPark

Parties"), and hereby fully and forever discharge and agree to hold the KarPark Parties harmless from and against any and all claims and causes of action, in law or in equity, disputes, suits, debts, liens, rights, contracts, agreements, acts, promises, liabilities, obligations, demands, damages, losses, costs, fees (including, without limitation, those of attorneys) and expenses, of whatsoever kind or nature, whether known or unknown, suspected or unsuspected, which exist, may have existed or which may in the future exist between Host or Parker on the one hand and the KarPark Parties, or any of them, on the other hand in connection with this agreement.

9. General

- 1) Each party agrees that they have the power and authority to enter into this agreement.
- 2) Neither party will be liable to the other or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations, if the delay or failure was due to any event of force majeure beyond their reasonable control such as severe weather, subsidence, power or other utility cut-off", burglary, natural disaster, strikes, governmental action, terrorism, war or civil unrest.
- 3) Save in the case of fraud these terms represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
- 4) The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
- 5) These terms will be interpreted in accordance with the laws of Country in which the Parking Space is located, without regard to its conflict-of-law provisions and both parties agree to submit to the personal jurisdiction of a court located in which the Parking Space is located.
- 6) If either party breaches these terms and conditions and the other party decides to take no action or neglects to do so, then the other party will still be entitled to take action and enforce their rights and remedies for the breach.

Parker Agreement

1. These Terms

- 1) These terms and conditions apply to all services ("Services") provided or arranged by KarPark ("us", "we" or "KarPark") to or for you, the recipient of the Services ("Parker" or "you").
- 2) These terms and conditions will apply at any time when you use this Platform or Mobile app ("Platform") and by continuing to use the Platform or the Services you accept these terms and conditions ("Terms") and they will apply to the agreement between you and us (the "Agreement").
- 3) These Terms may be amended from time to time without notice. Any amendments or new terms and conditions will be available on our Platform and the terms and conditions on the Platform at the time you enter into a parking session/subscription for a parking space will be the ones that apply. By continuing to use our Platform or Services you will be deemed to have accepted the new terms.
- 4) Please note that these terms apply only to the provision of Services that KarPark offer allowing you to use parking spaces from our registered parking space owner/manager/hosts ("Hosts"). These terms do not apply to the use of any parking space ("Parking Space"). The granting of licences to use Parking Spaces by Hosts is dealt with under the terms of a Parking Space Licence Agreement with the Host.
- 5) This Agreement is with you, the person using the Services and you will be responsible for ensuring that any person (an "Authorized Person") you allow to use a Parking Space in respect of which you have been granted a licence complies with the terms of this Agreement and the Parking Space Licence Agreement. You agree that you are responsible for the conduct of any such Authorized Person.
- 6) The Parking Space Licence Agreement and any additional restrictions included in a Host's listing are a contract between you and the Host. KarPark is not a party to that agreement and will not be liable to you, the Host or any third party for any breach of the Parking Space Licence Agreement or otherwise in relation to the Parking Space. KarPark are not a real estate agent, broker or insurer. KarPark has no control over the conduct of Parkers or Parking Space Hosts and disclaim all liability in this regard to the fullest extent permissible by law.

2. Registration

- 1) Registration is necessary to be able to access the Platform, but you will not be able to use a Parking Space through us if you have not registered and do not have an account with us ("Account").
- 2) To register or make a parking session/subscription KarPark will require that you provide us with your name, mobile number, car registration number and a valid email address. KarPark may also require additional information from time to time. Please note that any personal information that you provide to us will be subject to our data privacy obligations which are set out in our privacy policy ("Privacy Policy"). The Privacy Policy forms part of this Agreement.
- 3) You will be asked to create a password when registering an Account. KarPark recommends that you keep your password confidential and do not disclose it to any third party. If you do so reveal your password to a third party and they then access the Platform or use our Services, they will be deemed to be acting as agent for you. KarPark will not be held responsible for any action taken by any third party. If you believe a third party has become aware of your password and is using your Account without authorization from you, please notify us immediately. KarPark may suspend or close the Account at our discretion.

- 4) You must supply a valid email address when registering so that we can email parking session/subscription confirmations and other information relating to your use of our Services. KarPark will not be held responsible if you fail to provide a valid email address and you do not receive a parking session/subscription confirmation or other information from us that you might be expecting. If you become aware that you have supplied an invalid email address, please contact us immediately to correct the information.
- 5) KarPark may suspend or close your account at any time in its sole discretion or if you are in breach of any term of this Agreement or any term of a Parking Space Licence Agreement. If KarPark suspends or closes your Account you will not be able to use our Services any longer and may not be able to access all areas of the Platform.

3. Enquiries, Parking Session/Subscriptions and Payment

1) General

- A) If you wish to use a Parking Space advertised on the Platform you will be able to commence your parking session/subscription before you arrive. Should you choose to reserve a park in this manner via the Platform, You are governed by these terms and conditions and the Parking Space Licence Agreement, irrespective if you had physically arrived at the Parking Space and commenced parking.
- B) Please note that the agreement relating to the use of the Parking Space is between you and the Host and will be governed by the Parking Space Licence Agreement. You should read the Parking Space Licence Agreement carefully. KarPark acts as the Host's agent for the purposes of forming binding agreements between you and the Host but have no liability to you in relation to the Parking Space or the licence other than as set out in this agreement. KarPark is not a real estate agent, broker or insurer and has no control over the conduct of Parkers or Parking Space Hosts and disclaim all liability in this regard to the fullest extent permissible by law.

2) Parking Session/Subscriptions

- A) Parking spaces will be listed by our registered owner/manager/hosts, and you will be able to search location, pricing and availability.
- B) You must be registered with our the KarPark platform to initiate a parking session/subscription.

3) Payment in Full

- A) For casual short term use, payment for the full amount is due immediately in respect of your Parking Session/subscription.
- B) For use on a weekly or monthly basis, you will be required to make a payment in the amount and at the times set out on the Platform at the time you enter into a parking session/subscription for a parking space.

4. Parking Spaces

- 1) You agree that the Platform is a platform for advertising Parking Spaces owned or controlled by Hosts and KarPark has no responsibility for the Parking Space other than to provide the Services under this Agreement.

- 2) Whilst KarPark endeavours to ensure the Parking Spaces advertised on the Platform are of a satisfactory quality, KarPark offers no warranty as to a Parking Space's suitability for your requirements. Similarly, KarPark relies on the Host for details about a Parking Space given on the Platform and offers no warranty in relation to these details.

5. Hosts Responsibility

- 1) KarPark is not responsible for the location or condition of a Parking Space, its availability or the conduct of the Host during the Parking licence session/subscription.
- 2) KarPark has no obligation to you in relation to the Parking Space or your Parking licence session/subscription and all responsibility lies with the Host.
- 3) KarPark accepts no responsibility and will have no liability to you if the Parking Space or the services of the Host generally do not meet your requirements or you find them unsatisfactory in any way.

6. Parking Licence

- 1) You must only use the Parking Space at the times agreed under the Parking Space Licence Agreement. If you use the Parking Space at any earlier or later time you may be liable to the Host under the Parking Space Licence Agreement and/or your vehicle may be subject to parking enforcement. The Parking Space Licence Agreement comprises your liability and may result in costs or penalties which may be payable by you in the event of an overstay or other breach of the terms and conditions.
- 2) You must use the vehicle the details of which have been contracted and subject to the parking licence. If you use a different vehicle you may be in breach and unable to park.
- 3) During your Parking licence session/subscription, if you have any concerns or queries about the Parking Space you must contact the Host via the Platform.

7. Complaints and Disputes

- 1) You agree that if you have any dispute with a Host concerning them or their Parking Space during the Parking licence session/subscription you will attempt to resolve it in the first instance by directly communicating with the Host.

8. Your Obligations

- 1) You must:
 - A) Agree to observe and act in accordance with each Parking Space Licence Agreement.
 - B) Not use the Parking Space or deal with the Host in any way which could be deemed to be harmful to the business or reputation of KarPark or do anything which might adversely affect our relationship with a Host.
 - C) Not attempt to contact a Host directly other than as directed in these Terms and Conditions or via the Platform.
 - D) Not attempt to book or use any Parking Space advertised on our Platform other than in accordance with these Terms and conditions.

- E) Provide us with accurate information and ensure that all details that KarPark holds about you (including your email address) are up to date and valid.
 - F) Not use the Platform in any way which may detrimentally affect the reputation of KarPark, others use and enjoyment of the Platform or our Services by any other users or third parties; maintain insurance on the vehicle as required by applicable law; and
 - G) Where applicable, only provide us with credit or debit card details for which you are duly authorized to do so by the card issuer.
- 2) You agree that you will not create any false account with KarPark or use your account for any immoral or illegal activity or purpose including (without limitation) malicious or fraudulent parking session/subscriptions or money laundering.
 - 3) You warrant that:
 - A) You have the power and authority to enter into this Agreement and any agreement with a Host for the use of a Parking Space; and
 - B) You have a valid driving licence, vehicle registration and insurance.

9. Termination and Suspension

- 1) KarPark may suspend your Account at any time should you be in breach of this Agreement or other valid reasons at our sole discretion. Furthermore, if you have not registered with us, we may suspend or terminate your access to the Platform or the Services.
- 2) If KarPark suspends or terminates your Account or access to the Platform for any reason, we may refuse to provide you with any Services including making any further Parking session/subscriptions. If you attempt to circumvent this clause by attempting to create a new account, KarPark reserves the right to terminate this Agreement and any existing Account you may have and take any further actions deemed necessary.
- 3) Upon termination you will no longer be able to use our Services or make Parking session/subscriptions through us.
- 4) In the event of termination, the terms of this Agreement will continue in full force, so far as such terms relate to existing Parking session/subscriptions or the consequences of any previous Parking session/subscription (including terms relating to fees, disclaimers, liability and damage).

10. Insurance

- 1) KarPark may in the future provide or arrange to provide insurance or other services in respect of your use of a Parking Space. Other than any such insurance that KarPark may provide or arrange to provide, you will be entirely responsible for any and all insurance that you may require for the purposes of using a Parking Space.
- 2) You will need to maintain insurance on your vehicle, with a minimum level of third-party liability cover.

11. Non-solicitation

- 1) You shall not attempt to solicit or perform services for or induce or attempt to induce, any customer, supplier, licensee or business relation of KarPark or any Parker or other Host through any communication including written and oral communication made by yourself or a third party to transact outside of the Platform.

12. Disclaimers

- 1) If you choose to use the Platform and Services, you do so at your sole risk. You acknowledge and agree that KarPark does not have an obligation to conduct background checks on any Parking Space Host. The Platform and Services are provided "as is", without warranty of any kind, either express or implied.
- 2) Without limiting the foregoing, KarPark explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non- infringement, and any warranties arising out of course of dealing or usage of trade. KarPark makes no warranty that the Platform or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. KarPark makes no warranty regarding the quality of the Services, or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Platform or Services.
- 3) No advice or information, whether oral or written, obtained from KarPark or through the Platform or Services will create any warranty not expressly made herein.
- 4) You are solely responsible for your communications and interactions with other users of the Platform or Services and with other persons with whom you communicate or interact as a result of your use of the Platform or Services, including, but not limited to, any Parking Space Hosts. You understand that KarPark does not make any attempt to verify the statements of users of the Platform or Services or to review or visit any Parking Spaces.
- 5) KarPark makes no representations or warranties as to the conduct of users of the Platform or Services or their compatibility with any current or future users of the Platform, or Services. You agree to take reasonable precautions in all communications and interactions with other users of the Platform or Services and with other persons with whom you communicate or interact as a result of your use of the Platform or Services, including, but not limited to, Parking Space Hosts, particularly if you decide to meet in person.

13. Your Liability and Indemnity

- 1) You agree to defend, indemnify and hold harmless KarPark, its affiliates, and their respective officers, directors, managers, employees and agents ("KarPark Indemnitees") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's and accountant's fees) arising from: (i) your actions or omissions in relation to the Services, the Platform, the Parking Space or the Parking session/subscription; (ii) your violation of any term of this Agreement; (iii) your violation of any third- party right, including without limitation any copyright, property, publicity or privacy right; (iv) any claim that any content uploaded by you to the Platform caused damage to a third party; (v) your violation of any law; or (vi) your breach of the Parking Space Licence Agreement. This defence and indemnification obligation will survive this Agreement and your use of the Platform. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify KarPark Indemnitees.

14. Limitation of Liability

- 1) KarPark will not be liable for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any claim or demand against you by any other party. In no event will KarPark be liable for any consequential, special, indirect, or exemplary damages whatsoever arising out of (i) errors, mistakes, or inaccuracies of the Platform or Services, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Platform or Services or any parking session/subscription with an Host to the fullest extent permissible by law, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, institutional, technical or other information stored therein, (iv) any interruption or cessation of transmission to or from the Platform, (v) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Platform by any third party, or for any loss or damage of any kind incurred as a result of your use of the Platform or Services, however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages. You acknowledge that the amounts payable under this Agreement are based in part on these limitations, and You further agree that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- 2) For the avoidance of doubt, the liability excluded also means any loss arising from your dealings with any Host or arising from the Parking Space and KarPark shall have no liability to you whatsoever for any act or omission of the Host in connection with the Parking Space or your Parking session/subscription.
- 3) Our liability to you for all losses under this Agreement is limited to the total amount paid by you to us (as agent for the Host) under this Agreement.
- 4) No claim may be brought against us in relation to this Agreement more than one month following the Parking session/subscription to which the claim relates.
- 5) You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our Services include only the provision of the Platform and Services and responsibility for the Parking Space and fulfilment of a Parking session/subscription lies solely with the Host for whom KarPark acts only as an agent in a limited capacity.

15. Electric Vehicle Charging

- 1) KarPark may promote or make visible via the Platform, Parking Spaces with additional services such as Electric Vehicle Charging.
- 2) Where electric vehicle charging is available, you may only use this service when granted consent to do so via the Platform.
- 3) You must follow all user instructions in relation to the use of a Charging Point. It is your responsibility to ensure that the charging of your Vehicle using a Charging Point is carried out safely so as to avoid injury to any person or damage to property. In particular, this includes but is not limited to ensuring that you take all reasonable care when charging your Vehicle and that:
 - A) You have all necessary and correct connector cables to enable your Vehicle to be charged at a Charging Point.
 - B) The connector cable must be safely plugged into your Vehicle and the positioning of the connector cable must not create a tripping hazard to any person;

- C) The connector cable must not be unplugged from the Vehicle before the plug is removed from the Charging Point; and the Vehicle must not be driven with the connector cable still attached to the Charging Point.
- 4) KarPark are unable to guarantee that any Charging Point will be fully operational as these factors are outside of our control and depend on the actions of third parties, including the Host. If you do experience any problems accessing or using any Charge Points, please contact us.
- 5) You will be responsible for any damage caused to a Charging Point, any other property or for any injury to any person due to a breach of these Terms by you or your Authorized Person, or for your or your Authorized Person's misuse or negligence or failure to comply with any user instructions or guidance in relation to a Charging Point and/or your Vehicle. You must notify us immediately of any damage caused to a Charging Point.
- 6) Please be aware that the Host is responsible for the Charging Point (including for the supply of electricity to such Charging Point) and KarPark have no responsibility or liability to you in respect of such Charging Point

16. General

- 1) Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.
- 2) By entering into this Agreement you also agree to our Privacy Policy which is available on our Platform.
- 3) Any notice to be served on either of the parties by the other shall be sent by pre- paid recorded delivery, registered post, fax or email to the address of the relevant party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.
- 4) No term of this Agreement will be enforceable by any person that is not a party to it.
- 5) KarPark will be entitled to assign or sub-contract our obligations under this Agreement.
- 6) Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible.
- 7) Each party acknowledges that the Agreement, including the Privacy Policy, contains the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular, it is agreed that any terms and conditions or other contractual documentation maintained by you or you affiliates or which you purport to apply to the subject matter of the Agreement will not apply.
- 8) You agree that these terms are fair and reasonable in all the circumstances. However, if any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

- 9) No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
- 10) Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

17. Governing Law and Jurisdiction

- 1) You are contracting with KPark Ltd (trading as KarPark) and this Agreement shall in all respects be governed by the laws of New Zealand and shall be deemed to have been made in New Zealand and operate under the sole jurisdiction of New Zealand Courts. Both parties acknowledge and agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, the Platform or the Services. You acknowledge that KarPark's rights and your obligations to KarPark are of a unique and irreplaceable nature, the loss of which shall irreparably harm KarPark, and which cannot be replaced by monetary damages alone so that KarPark shall be entitled to injunctive or other equitable relief (without the obligation of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages (if any).

18. Dispute Resolution

- 1) Regardless of where you are domiciled any claims brought against KarPark must be filed in a New Zealand court. Any arbitration, mediation or other conciliatory process must be initiated and carried out in New Zealand. You agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- 2) Notwithstanding the parties' decision to resolve any and all disputes arising under this Agreement through arbitration, KarPark may bring an action to protect its intellectual property rights or to seek to obtain injunctive relief or other equitable relief from a court to enforce the provisions of this Agreement or to enforce the decision of the arbitrator.
- 3) The arbitrator shall apply the substantive laws in accordance with Governing Law and Jurisdiction, shall issue a written decision, and shall have the power to award any legal remedies consistent with this Agreement except for punitive, exemplary or special damages.
- 4) The parties will bear their own legal costs.
- 5) Disputes will be resolved only on an individual basis and will not be consolidated with any other claims, suits or other proceedings that involve any claim or controversy of any other party.
- 6) You agree that the provisions in this clause will survive any termination of this Agreement.

Host Agreement

1. Terms and Conditions

- 1) These terms and conditions apply to all services ("Services") provided or arranged by us, KarPark ("us", "we" or "KarPark") to or for you, the Owner/Manager/Host or operator of one or more parking spaces ("Parking Space") and recipient of the Services ("you" or the "Host").
- 2) Please note that these terms apply only to the provision of Services directly by us to you. These terms do not apply to the use by third parties of the Parking Space itself. The licensing of your Parking Space is dealt with under the terms of your Parking Space Licence Agreement between you and such third party Parkers ("Parkers").
- 3) KarPark may amend these terms from time to time. By continuing to use our website or Services you will be deemed to have accepted the new terms.

2. Services and Listings

- 1) The Host may advertise your Parking Space on our website www.karparkapp.com and mobile applications and software ("Platform") and provide information to Parkers and prospective Parkers who may wish to use the Parking Space
- 2) You will be required to complete your own listing for the Platform. In your listing you agree to provide all relevant information about the Parking Space including:
 - A) The address of the Parking Space; clear photo(s) of the parking space;
 - B) Clear instructions so any Parker can understand they can park in your space.
 - C) The availability you provide for the parking space(s).
 - D) Any restrictions on the types of vehicles for which the Parking Space is suitable.
 - E) Any other information or restrictions which apply to the Parking Space which a Parker should be aware of before initiating parking session/subscription for the Parking Space.
- 3) You must provide us with any other information relating to you or the Parking Space as the Host may reasonably require at any time.
- 4) You are responsible for the accuracy of all information in your listing and any information you provide to us in relation to a parking session/subscription. You may be liable to the Parker under the Parking Space Licence Agreement if the information you provide is inaccurate, incomplete or misleading in any way. Your liability may include any reasonable losses incurred by the Parker as a result of such inaccurate, incomplete or misleading information provided by you and you may be ordered to pay reasonable damages on the basis of misrepresentation, breach of contract or otherwise.
- 5) KarPark reserves the right to conduct a physical inspection of the Parking Space at any time and may remove your listing if the Parking Space does not conform to the information you have provided or our requirements or KarPark believes you to be in breach of your obligations under this Agreement.
- 6) In addition to listing the Parking Space, the KarPark will be entitled to conduct and deliver sales, marketing and promotional information and activities regarding the Parking Space in any format and channel including any information or images regarding the Parking Space at its sole discretion.

- 7) Where promotional offers and incentives (such as parking vouchers, parking credits or discounts) are provided by KarPark regarding your Parking Space, you agree to providing your space(s) at your own cost for the purpose of honouring these offers and incentives, and KarPark shall not be liable to you for any cost or loss of revenue incurred. KarPark may adjust carpark settings to action the above.

3. Appointment as Agent

- 1) You appoint us as your agent for the purposes of forming binding agreements between you and the Parker to whom you agree to grant a licence to use the Parking Space. You also appoint us to collect all or part of your licence fees from the Parker.
- 2) At the time the Parker confirms the parking session/subscription of the Parking Space, a binding agreement will be formed (the "Parking Space Licence Agreement") between you and the Parker. The agreement will be on standard terms set out here and will only include any additional restrictions relating to your Parking Space if listed by you.
- 3) You may not incorporate any additional terms into the Parking Space Licence Agreement other than the details clearly included in your listing. You agree not to propose to the Parker any additional terms or amendments to the Parking Space Licence Agreement after a parking session/subscription has been made without our consent.
- 4) The Parking Space Licence Agreement and any additional details included in your listing are a contract between you and the Parker. KarPark are not a party to that agreement and the KarPark will not be liable to you, the Parker or any third party for any breach of the Parking Space Licence Agreement or otherwise in relation to the Parking Space or its use by Parkers. KarPark is not a real estate agent, broker or insurer. KarPark has no control over the conduct of Parkers or Parking Space Hosts and disclaim all liability in this regard.
- 5) You authorize KarPark to act as your agent for enforcing parking terms and conditions, including arranging parking enforcement including clamping, towing or removal or where appropriate, issuing, enforcing and collecting parking breach charges.

4. Parking Session/Subscriptions, Payment and Our Charges

- 1) If the availability changes at any time you must notify us as soon as practicable. Based on the availability information provided, the Host will tailor the Website listing for the Parking Space. If the Parking Space is unavailable for a particular date or time, then you may be liable to pay the reasonable costs of alternative arrangements for a Parker who initiates a parking session/subscription for such date and time. It is your responsibility to ensure Parking Space will be available for the parking session/subscription.
- 2) By Listing the availability times, you agree that KarPark will manage the entire parking session/subscription process and you authorize us to accept the parking session/subscription and issue a Parking Space Licence Agreement without further reference to you. KarPark will take payment from the Parker on your behalf for the parking session/subscription.
- 3) Payment
 - A) Once the Parker has initiated a parking session/subscription, they will be deemed to have accepted and you will have entered a binding agreement with the Parker to allow the Parker to occupy the Parking Space subject to the Parking Space Licence Agreement.

4) KarPark Payments

- A) Our standard policy is to collect the full amount owed by the Parker for the Parking Space at the time they complete their parking session/ subscription.
- B) You authorize us and/or our authorized payment partners to process and hold such payments on your behalf.
- C) We or our authorized payment partners will accumulate and forward all monies received on your behalf, less our fees and payment processing charges, to your nominated bank account on a monthly basis.
- D) You are responsible for obtaining your own taxation advice and paying all applicable sales taxes, value added taxes, incomes taxes, goods and services taxes and other similar municipal, state and federal indirect taxes or other withholding and personal or corporate incomes taxes ("Taxes") under this agreement in a timely manner. If the payment method fails KarPark may collect fees owed using other collection mechanisms and KarPark reserves the right to charge you for all additional fees and expenses incurred (including legal fees and costs) in attempting to collect fees through commencing collection efforts, using the services of an external debt collection agency or issuing legal proceedings. Such fees and expenses will include an additional administration charges plus applicable taxes and expenses if you are domiciled outside New Zealand.
- E) You understand and agree that you are solely responsible for determining your applicable Tax reporting requirements in consultation with your tax advisors. KarPark cannot and does not offer Tax-related advice.
- F) You agree that the KarPark may issue invoices and receipts in electronic format by email.
- G) If you are a New Zealand resident and GST registered, you will be issued with an IRD approved Buyer Created Tax invoice from KarPark.

5) KarPark Fees

- A) KarPark Platform fees are selected in Carpark Settings and agreed based on the platform service selection.
- B) The Host confirms and agrees it is legally entitled to receive the Net Revenue, subject to KarPark Terms and Conditions. Net Revenue is defined as parking revenue collected less the selected platform fees, bank related charges, payment processing fees and chargebacks.
- C) KarPark reserves the right to adjust our platform fees without notice. KarPark will notify you via the platform settings and your continued use of the KarPark platform will be an acceptance of those fee changes.
- D) Our platform fees exclude any bank or processing or chargeback charges relating the parker's credit or debit card payments. KarPark may deduct these fees or charges. Bank and card processing charges and chargebacks (if any) are deducted from Net Revenue.

5. Parking Space

- 1) Before any Parking licence session/subscription you must ensure that the Parking Space is in a satisfactory condition and is able to meet the requirements of the Parker under the parking session/subscription.

- 2) You represent and warrant that you own the Parking Space or that you are authorised to allow third parties to use the Parking Space and, where necessary, you have permission from your landlord, tenant, Body Corporate or condominium association (or other persons who control any condominium of which the Parking Space is a part) to do so. If you are in any doubt, you should check the terms of your lease (or sublease), freehold title, mortgage, deed of trust, Body Corporate or condominium documents or any other documents of record to ensure that you are able to grant a licence to use your Parking Space and charge/receive parking fees in the manner envisaged by this agreement and/or your agreement with Parkers.
- 3) KarPark will not be liable to you, the Parker or any other third party (such as a landlord, tenant, Body Corporate or condominium association (or any other persons who control any condominium of which the Parking Space is a part) or management company if you do not have the necessary authority and you agree to indemnify and hold harmless KarPark for any loss as a result of your breach of the representation and warranties regarding use of the Parking Space.

6. Approvals

- 1) You represent and warrant that you have all necessary regulatory and planning approvals to grant a licence to use the Parking Space and that the licence to use the Parking Space will comply with all applicable laws, Tax requirements and rules and regulations that may apply to the Parking Space, including but not limited to zoning laws and laws governing rental of or licences to use residential and other properties.
- 2) You agree that the KarPark shall not be liable to you in any way whatsoever if you suffer any loss as a result of any governmental authority or any other relevant public authority bringing proceedings against you or taking any other action against you as a result of listing the Parking Space. If you do not have the necessary approvals, you agree to indemnify and hold harmless KarPark for any loss as a result of your breach of the representation and warranty.

7. Your Obligations

- 1) You must:
 - A) Honour all parking session/subscriptions with Parkers;
 - B) Provide your Parking Space in accordance with the details and information set out in your listing;
 - C) Ensure that all information about you and your Parking Space that you provide to us for inclusion on the Platform is true and accurate in all respects and could not in any way be construed as misleading to a Parker.
 - D) Deal with all Parkers in a professional and courteous manner and in such a way as to not cause any harm or damage to our reputation.
 - E) Deal with all queries from Parkers relating to a Parking Space or parking session/subscription in a prompt and satisfactory manner.
 - F) Comply with all applicable laws, Tax requirements and rules and regulations that may apply to the Parking Space, including but not limited to zoning laws and laws governing rental of or licences to use residential and other properties.

- 2) You agree that you will not create any false account with KarPark or use your account with KarPark for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent parking session/subscriptions or money laundering.

8. Publicity

- 1) KarPark may refer to you or your Parking Space at any time in the future to publicize, advertise or market ourselves or our Platform.

9. Termination

- 1) Either party may terminate this Agreement at any time but upon termination you agree to honour any outstanding parking session/subscriptions.
- 2) In the event that this Agreement is terminated while any fees or charges whatsoever are outstanding to us then you must pay all outstanding fees or charges to us immediately without set-off or deduction.
- 3) KarPark will be entitled to terminate this Agreement immediately if:
 - A) you are in material breach of any of the terms of this Agreement; or
 - B) you do anything to put our goodwill or reputation at risk; or
 - C) we have any reason to believe that you are not authorized to grant a licence to use the Parking Space.
 - D) you refuse to cooperate with us in respect of this Agreement.
 - E) Considers Termination is required in KarPark's sole discretion.
- 4) In the event of termination the terms of this Agreement will continue in full force, so far as such terms relate to existing parking session/subscriptions or the consequences of any previous parking session/subscription (including terms relating to fees, disclaimers, liability and damage).
- 5) In the event that:
 - A) You refuse to cooperate with us in respect of this Agreement.
 - B) This Agreement is terminated by you and existing parking session/ subscriptions cannot proceed (eg. because you sell the property to which the Parking Space is attached);
- 6) Then you will be fully liable to us (under the terms of this Agreement) for all associated costs, charges, damage and liability which the KarPark may incur as a result, and you agree to indemnify us on a continuing basis in respect of any such cancelled parking session/subscription.
- 7) You should be aware that you may also be liable to the Parker (under the Parking Space Licence Agreement) for any reasonable associated costs, charges, damage and liability which the Parker incurs including the Parker's costs of having to make alternative parking arrangements.

10. Insurance

- 1) You will be entirely responsible for any and all insurance that you may require for the purposes of granting any licence to use your Parking Space.

11. Disclaimer

- 1) If you choose to use the Platform and Services, you do so at your sole risk. You acknowledge and agree that KarPark does not have an obligation to conduct background checks on any Parker. The Website and Services are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, KarPark explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. KarPark makes no warranty that the Platform or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. KarPark makes no warranty regarding the quality of the Services, or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Website or Services.
- 2) No advice or information, whether oral or written, obtained from KarPark or through the Website or Services will create any warranty not expressly made herein.
- 3) You are solely responsible for all communications and interactions with other users of the Platform or Services and with other persons with whom you communicate or interact as a result of your use of the Platform or Services, including, but not limited to, any Parkers. You understand that KarPark is not obligated to, and does not make any attempt to verify the statements of users of the Platform or Services or to review or visit any Parking Spaces. KarPark makes no representations or warranties as to the conduct of users of the Platform or Services or their compatibility with any current or future users of the Platform, or Services. You agree to take reasonable precautions in all communications and interactions with other users of the Platform or Services and with other persons with whom you communicate or interact as a result of your use of the Platform or Services, including, but not limited to, Parkers, particularly if you decide to meet in person.

12. Your Liability

- 1) You agree to defend, indemnify and hold harmless KarPark, its affiliates, and their respective officers, directors, managers, employees and agents ("KarPark Indemnities") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's and accountant's fees) arising from: (i) you actions or omissions in relation to the Services, the Website, the Parking Space or the Parking session/subscription; (ii) you violation of any term of this Agreement; (iii) you violation of any third- party right, including without limitation any copyright, property, publicity or privacy right; (iv) any claim that any content uploaded by you to the Website caused damage to a third party; (v) you violation of any law; or (vi) you breach of the Parking Space Licence Agreement. This defence and indemnification obligation will survive this Agreement and your use of the Platform. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify KarPark.

13. Our Liability

- 1) KarPark will not be liable for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any claim or demand against you by any other party. In no event will KarPark be liable for any consequential, special, indirect, or exemplary damages whatsoever arising out of (i) errors, mistakes, or inaccuracies of the Platform or Services, (ii) personal injury or property damage of any nature whatsoever resulting from your access to and use of the Platform or Services or any parking session/subscription with a Parker, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, institutional, technical or other information stored therein,(iv) any interruption or cessation of transmission to or from the

Website, (v) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Platform by any third party, or for any loss or damage of any kind incurred as a result of your use of the Platform or Services, however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages. You acknowledge that the amounts payable under this Agreement are based in part on these limitations, and You further agree that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction

- 2) For the avoidance of doubt, the liability excluded includes any loss arising from your dealings with any Parker or arising from the Parking Space and the KarPark shall have no liability to you whatsoever for any act or omission of the Parker in connection with the Parking Space or a Parking session/subscription. KarPark will not be liable to you in the event of a claim by a Parker against you and, for the avoidance of doubt, KarPark shall not be required to return any money received by us under this Agreement to either you or the Parker in such circumstances.
- 3) Our liability to you under this Agreement is capped at the total fees paid by you to us under this Agreement.
- 4) No claim may be brought against us in relation to this Agreement more than 12 months following the date on which your Parking Space to which such claim relates was last promoted on our Website.
- 5) You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our Services include only the provision of the Platform and Services and responsibility for the Parking Space and fulfilment of a Parking session/subscription lies solely with the Host for whom the KarPark act only as an agent in a limited capacity.

14. Non-solicitation

- 1) You shall not attempt to solicit or perform services for or induce or attempt to induce, any customer, supplier, licensee or business relation of KarPark or any Parker or other Owner or Host through any communication including written and oral communication made by yourself or a third party to transact outside of the Platform or our Services.

15. Confidentiality

- 1) Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees, associates or contractors (if any) who are subject to appropriate non-disclosure undertakings (if required), or where the other party has consented to such disclosure or where required by law to make such disclosure. Either party may upon termination of this Agreement required by notice in writing to the other party the destruction or return of any confidential material in that party's possession/subscription or control. The confidentiality obligation set out here shall expire 3 years after the expiry or termination of the Agreement.

16. General

- 1) Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.
- 2) By entering into this Agreement you also agree to our website terms of use and our privacy policy both of which are available on our Platform.

- 3) Any notice to be served on either of the parties by the other shall be sent by pre- paid recorded delivery, registered post, or email to the address of the relevant party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.
- 4) No term of the Agreement will be enforceable by any person that is not a party to it.
- 5) KarPark will be entitled to assign or sub-contract our obligations under this Agreement.
- 6) Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible, whereupon all money accrued due under the Agreement shall be paid.
- 7) Each party acknowledges that the Agreement (as varied) and the conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.
- 8) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 9) No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
- 10) Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

17. Governing Law and Jurisdiction

- 1) You are contracting with KarPark and this Agreement shall in all respects be governed by the laws of New Zealand. Both parties acknowledge and agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, the Platform or the Services. You acknowledge that KarPark's rights and your obligations to KarPark are of a unique and irreplaceable nature, the loss of which shall irreparably harm KarPark and which cannot be replaced by monetary damages alone so that KarPark shall be entitled to injunctive or other equitable relief (without the obligation of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages (if any).

18. Dispute Resolution

- 1) Regardless of where you are domiciled any claims brought against KarPark must be filed in a New Zealand Court. Any arbitration, mediation or other conciliatory process must be initiated and carried out in New Zealand. You agree to submit to the exclusive jurisdiction of the courts of New Zealand.

- 2) Notwithstanding the parties' decision to resolve any and all disputes arising under this Agreement through arbitration, KarPark may bring an action to protect its intellectual property rights or to seek to obtain injunctive relief or other equitable relief from a court to enforce the provisions of this Agreement or to enforce the decision of the arbitrator.
- 3) The arbitrator shall apply the substantive laws in accordance with Governing Law and Jurisdiction, shall issue a written decision, and shall have the power to award any legal remedies consistent with this Agreement except for punitive, exemplary or special damages.
- 4) Disputes will be resolved only on an individual basis and will not be consolidated with any other claims, suits or other proceedings that involve any claim or controversy of any other party.
- 5) You agree that the provisions in this clause will survive any termination of this Agreement.

Owner Management Licence Agreement

1. Terms and Conditions

- 1) This Agreement is between the Owner ("Owner") who legally owns or is legally entitled to control the parking space to be listed on our KarPark platform, and, or, our mobile applications and software ("KarPark" or "Platform") and the Manager/Host or Operator ("Manager") of the Parking Space ("the Parking Space") and has been formally appointed to manage the Parking Space on behalf of the Owner.
- 2) The Manager shall invite the Owner via the KarPark Platform to formally confirm the Manager's appointment to manage the Parking Space on the KarPark platform and formally accept the terms and conditions of this Owner Management Agreement.
- 3) The Owner represents and warrants that it is legally entitled to control the Parking Space and to duly charge and receive parking fees on the Platform in accordance with the KarPark Terms and Conditions.
- 4) KarPark may amend these Terms and conditions from time to time. By continuing to use our Website, Platform or associated Services, the Owner and Manager will be deemed to have accepted the new Terms and Conditions.

2. Services and Listings

- 1) The Manager may advertise your Parking Space on our website and mobile applications and software ("Platform") and provide information to Parkers and prospective Parkers who may wish to use the Parking Space
- 2) The Manager will complete the listing for the Platform. The Owner agrees to provide all relevant information about the Parking Space .
- 3) The Manager will be appointed and is responsible as the Host of the Parking Space on behalf of the Owner and is subject to the Host Agreement with KarPark.
- 4) The Manager is responsible for the accuracy of all information in the listing and any information provided in relation to a parking session/subscription. The Manager may be liable to the Parker as Host under the Parking Space Licence Agreement if the information provided is inaccurate, incomplete or misleading in any way. The Manager's liability may include any reasonable losses incurred by the Parker as a result of such inaccurate, incomplete or misleading information provided by you and you may be ordered to pay reasonable damages on the basis of misrepresentation, breach of contract or otherwise.
- 5) KarPark reserves the right to conduct a physical inspection of the Parking Space at any time and may remove the listing if the Parking Space does not conform to the information provided or our standards or any party is in breach of their obligations under this agreement.
- 6) In addition to listing the Parking Space, the KarPark will be entitled to conduct and deliver sales, marketing and promotional information and activities regarding the Parking Space in any format and channel including any information or images regarding the Parking Space at its sole discretion.
- 7) Where promotional offers and incentives (such as parking vouchers, parking credits or discounts) are provided by KarPark, you agree to providing the Parking Space at your own cost for the purpose of honouring these offers, incentives and discounts, and KarPark shall not be liable to you for any cost incurred.

3. Appointment as Agent

- 1) You appoint the Manager and KarPark as your agents for the purposes of forming binding agreements between you and the Parker to whom you agree to grant a licence to use the Parking Space. You also appoint KarPark to provide the Platform services including collection of the parking licence fees.
- 2) At the time the Parker confirms the parking session/subscription of the Parking Space, a binding agreement will be formed (the "Parking Space Licence Agreement") between you and the Parker. The agreement will be on standard terms set out here and will only include any additional information relating to your Parking Space listed by your Manager.
- 3) The Parking Space Licence Agreement and any additional details included in your listing are a contract between you and the Parker. KarPark is not a party to that agreement and the KarPark will not be liable to you, the Parker or any third party for any breach of the Parking Space Licence Agreement or otherwise in relation to the Parking Space or its use by Parkers. KarPark is not a real estate agent, broker or insurer. KarPark has no control over the conduct of Parkers or Parking Space Hosts and disclaim all liability in this regard.
- 4) You authorize the Manager to act as your agent for enforcing parking terms and conditions, including arranging towing where appropriate, issuing, enforcing and collecting parking breach charges.

4. Parking Session/Subscriptions, Payment and Our Charges

- 1) The Manager will tailor the listing for the Parking Space and will ensure the Parking Space will be available for the parking session/subscription.
- 2) By Listing the availability times, you agree that KarPark will provide the parking session/subscription process and you authorize us to issue a Parking Space Licence Agreement without further reference to you. KarPark will take payment from the Parker on your behalf for the parking session/subscription.
- 3) Payment
 - A) Once the Parker has initiated a parking session/subscription, they will be deemed to have accepted and you will have entered a binding agreement with the Parker to allow the Parker to occupy the Parking Space subject to the Parking Space Licence Agreement.
- 4) KarPark Payments
 - A) Our standard policy is to collect the full amount owed by the Parker for the Parking Space at the time they complete their parking session/ subscription.
 - B) You authorize us and/or our authorised payment partners to process and hold such payments on your behalf.
 - C) We or our authorized payment partners will accumulate and forward all monies received on your behalf, less our fees, to your nominated bank account on a monthly basis.
 - D) You are responsible for obtaining your own taxation advice and paying all applicable sales taxes, value added taxes, incomes taxes, goods and services taxes and other similar municipal, state and federal indirect taxes or other withholding and personal or corporate incomes taxes ("Taxes") under this agreement in a timely manner. If the payment method

fails KarPark may collect fees owed using other collection mechanisms and KarPark reserves the right to charge you for all additional fees and expenses incurred (including legal fees and costs) in attempting to collect fees through commencing collection efforts, using the services of an external debt collection agency or issuing legal proceedings. Such fees and expenses will include an additional administration charges plus applicable taxes and expenses if you are domiciled outside New Zealand.

- E) You understand and agree that you are solely responsible for determining your applicable Tax reporting requirements in consultation with your tax advisors. KarPark cannot and does not offer Tax-related advice.
- F) You agree that the KarPark may issue invoices and receipts in electronic format by email.
- G) If you are a New Zealand resident and GST registered, you will be issued with an IRD approved Buyer Created Tax invoice from KarPark.

5) Management Licence Payment and Platform Fees

- A) The Management Licence and the KarPark platform fees are selected in Carpark Settings and agreed based on the appointment of the Manager and the platform service selection.
- B) The Manager confirms and agrees it is legally appointed and entitled to receive the Carpark Net Revenue, subject to KarPark Terms and Conditions. Net Revenue is defined as Carpark Revenue collected less the Management Licence payment to the Owner, KarPark Platform fees and bank related charges, processing fees and chargebacks.
- C) KarPark reserves the right to adjust the platform fees. KarPark fees are displayed via the platform selection and your continued use of the KarPark platform will be an acceptance of any fee changes.
- D) KarPark platform fees exclude any bank or processing or chargeback charges relating to the parker's credit or debit card payments. Bank and card processing charges and chargebacks (if any) are deducted from Net Revenue.

5. Parking Space

- 1) Before any Parking licence session/subscription you must ensure that the Parking Space is in a satisfactory condition and is able to meet the requirements of the Parker under the parking session/subscription.
- 2) You represent and warrant that you own the Parking Space or that you are authorised to allow third parties to use the Parking Space and, where necessary, you have permission from your landlord, tenant, Body Corporate or condominium association (or other persons who control any condominium of which the Parking Space is a part) to do so. If you are in any doubt you should check the terms of your lease (or sublease), freehold title, mortgage, deed of trust, Body Corporate or condominium documents or any other documents of record to ensure that you are able to grant a licence to use your Parking Space and charge/receive parking fees in the manner envisaged by this agreement and/or your agreement with Parkers.
- 3) KarPark will not be liable to you, the Manager, the Parker or any other third party (such as a landlord, tenant, Body Corporate or condominium association (or any other persons who control any condominium of which the Parking Space is a part) or management company if you do not have the necessary authority and you agree to indemnify and hold harmless KarPark for any

loss as a result of your breach of the representation and warranties regarding use of the Parking Space.

6. Approvals

- 1) You represent and warrant that you have all necessary regulatory and planning approvals to grant a licence to use the Parking Space and that the licence to use the Parking Space will comply with all applicable laws, Tax requirements and rules and regulations that may apply to the Parking Space, including but not limited to zoning laws and laws governing rental of or licences to use residential and other properties.
- 2) You agree that KarPark shall not be liable to you in any way whatsoever if you suffer any loss as a result of any governmental authority or any other relevant public authority bringing proceedings against you or taking any other action against you as a result of listing the Parking Space on the Website. If you do not have the necessary approvals, you agree to indemnify and hold harmless KarPark for any loss as a result of your breach of the representation and warranty.

7. Manager's Obligations

- 1) The Manager must:
 - A) Honour all parking session/subscriptions with Parkers;
 - B) Provide your Parking Space in accordance with the details and information set out in the listing;
 - C) Ensure that all information about your Parking Space on the Platform is true and accurate in all respects and cannot be construed as misleading to a Parker;
 - D) Deal with all Parkers in a professional and courteous manner and in such a way as to not cause any harm or damage to our reputation;
 - E) Deal with all queries from Parkers relating to a Parking Space or parking session/subscription in a prompt and satisfactory manner;
 - F) Comply with all applicable laws, Tax requirements and rules and regulations that may apply to the Parking Space, including but not limited to zoning laws and laws governing rental of or licences to use residential, commercial or other properties.
- 2) The Owner and appointed Manager agree that a false account will not be created with KarPark and accounts with KarPark will not be used for any immoral or illegal activity or purpose including (without limit) malicious or fraudulent parking session/subscriptions or money laundering.

8. Publicity

- 1) KarPark may refer to you or your Parking Space at any time in the future to publicise, advertise or market ourselves or our Platform.

9. Termination

- 1) Either party may terminate this Agreement at any time but upon termination you agree to honour any outstanding parking session/subscriptions.

- 2) In the event that this Agreement is terminated while any fees or charges whatsoever are outstanding to us then you must pay all outstanding fees or charges to us immediately without set-off or deduction.
- 3) KarPark will be entitled to terminate this Agreement immediately if:
 - A) You are in material breach of any of the terms of this Agreement; or
 - B) You do anything to put our goodwill or reputation at risk; or
 - C) We have any reason to believe that you are not authorized to grant a licence to use the Parking Space;
 - D) You refuse to cooperate with us in respect of this Agreement.
 - E) Termination is considered necessary in KarPark's sole discretion.
- 4) In the event of termination the terms of this Agreement will continue in full force, so far as such terms relate to existing parking session/subscriptions or the consequences of any previous parking session/subscription (including terms relating to fees, disclaimers, liability and damage).
- 5) In the event that:
 - A) You refuse to cooperate with us in respect of this Agreement.
 - B) This Agreement is terminated by you and existing parking session/ subscriptions cannot proceed (eg. because you sell the property to which the Parking Space is attached);
- 6) Then you will be fully liable to us (under the terms of this Agreement) for all associated costs, charges, damage and liability which the KarPark may incur as a result and you agree to indemnify us on a continuing basis in respect of any such cancelled parking session/subscription.
- 7) You should be aware that you may also be liable to the Parker (under the Parking Space Licence Agreement) for any reasonable associated costs, charges, damage and liability which the Parker incurs including the Parker's costs of having to make alternative parking arrangements.

10. Insurance

- 1) You will be entirely responsible for any and all insurance that you may require for the purposes of granting any licence to use your Parking Space.

11. Disclaimer

- 1) If you choose to use the Platform and Services, you do so at your sole risk. You acknowledge and agree that KarPark does not have an obligation to conduct background checks on any Parker. The Website and Services are provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, KarPark explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. KarPark makes no warranty that the Platform or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. KarPark makes no warranty regarding the quality of the Services or the accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the Website, Platform or Services.

- 2) No advice or information, whether oral or written, obtained from KarPark or through the Website or Services will create any warranty not expressly made herein.
- 3) You are solely responsible for your communications and interactions with other users of the Platform or Services and with other persons with whom you communicate or interact as a result of your use of the Platform or Services, including, but not limited to, any Parkers. You understand that KarPark is not obligated to, and does not make any attempt to verify the statements of users of the Platform or Services or to review or visit any Parking Spaces. KarPark makes no representations or warranties as to the conduct of users of the Platform or Services or their compatibility with any current or future users of the Platform, or Services. You agree to take reasonable precautions in all communications and interactions with other users of the Platform or Services and with other persons with whom you communicate or interact as a result of your use of the Platform or Services, including, but not limited to, Parkers, particularly if you decide to meet in person.

12. Your Liability

- 1) You agree to defend, indemnify and hold harmless KarPark, its affiliates, and their respective officers, directors, managers, employees and agents ("KarPark Indemnities") from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including but not limited to attorney's and accountant's fees) arising from: (i) you actions or omissions in relation to the Services, the Website, the Parking Space or the Parking session/subscription; (ii) you violation of any term of this Agreement; (iii) you violation of any third- party right, including without limitation any copyright, property, publicity or privacy right; (iv) any claim that any content uploaded by you to the Website caused damage to a third party; (v) you violation of any law; or (vi) you breach of the Parking Space Licence Agreement. This defence and indemnification obligation will survive this Agreement and your use of the Platform. You hereby agree to waive the application of any law that may limit the efficacy of the foregoing agreement to defend and indemnify KarPark.

13. Our Liability

- 1) KarPark will not be liable for any lost profits, loss of data, or costs of procurement of substitute goods or services or for any claim or demand against you by any other party. In no event will KarPark be liable for any consequential, special, indirect, or exemplary damages whatsoever arising out of (i) errors, mistakes, or inaccuracies of the Platform or Services, (ii) personal injury or property damage of any nature whatsoever resulting from your access to and use of the Platform or Services or any parking session/subscription with a Parker, (iii) any unauthorized access to or use of our secure servers and/or any and all personal, institutional, technical or other information stored therein, (iv) any interruption or cessation of transmission to or from the Website, (v) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Platform by any third party, or for any loss or damage of any kind incurred as a result of your use of the Platform or Services, however caused and under any theory of liability (including negligence), even if advised of the possibility of such damages. You acknowledge that the amounts payable under this Agreement are based in part on these limitations, and You further agree that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction
- 2) For the avoidance of doubt, the liability excluded includes any loss arising from your dealings with any Parker or arising from the Parking Space and the KarPark shall have no liability to you whatsoever for any act or omission of the Parker in connection with the Parking Space or a Parking session/subscription. KarPark will not be liable to you in the event of a claim by a Parker

against you and, for the avoidance of doubt, KarPark shall not be required to return any money received by us under this Agreement to either you or the Parker in such circumstances.

- 3) Our liability to you under this Agreement is capped at the total fees paid by you to us under this Agreement.
- 4) No claim may be brought against us in relation to this Agreement more than 12 months following the date on which your Parking Space to which such claim relates was last promoted on our Website.
- 5) You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our Services include only the provision of the Platform and Services and responsibility for the Parking Space and fulfilment of a Parking session/subscription lies solely with the Host for whom the KarPark act only as an agent in a limited capacity.

14. Non-solicitation

- 1) You shall not attempt to solicit or perform services for or induce or attempt to induce, any customer, supplier, licensee or business relation of KarPark or any Parker or other Owner or Host through any communication including written and oral communication made by yourself or a third party to transact outside of the Website or our Services.

15. Confidentiality

- 1) Each party agrees with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs other than to its employees, associates or contractors (if any) who are subject to appropriate non-disclosure undertakings (if required), or where the other party has consented to such disclosure or where required by law to make such disclosure. Either party may upon termination of this Agreement required by notice in writing to the other party the destruction or return of any confidential material in that party's possession/subscription or control. The confidentiality obligation set out here shall expire 3 years after the expiry or termination of the Agreement.

16. General

- 1) Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.
- 2) By entering into this Agreement you also agree to our website terms of use and our privacy policy both of which are available on our Platform.
- 3) Any notice to be served on either of the parties by the other shall be sent by pre- paid recorded delivery, registered post, or email to the address of the relevant party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.
- 4) No term of the Agreement will be enforceable by any person that is not a party to it.
- 5) KarPark will be entitled to assign or sub-contract our obligations under this Agreement.
- 6) Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the

reasonable control of the parties or either of them renders the performance of the Agreement impossible, whereupon all money accrued due under the Agreement shall be paid.

- 7) Each party acknowledges that the Agreement (as varied) and the conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.
- 8) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 9) No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.
- 10) Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

17. Governing Law and Jurisdiction

- 1) You are contracting with KarPark and this Agreement shall in all respects be governed by the laws of New Zealand. Both parties acknowledge and agree that the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, the Platform or the Services. You acknowledge that KarPark's rights and your obligations to KarPark are of a unique and irreplaceable nature, the loss of which shall irreparably harm KarPark and which cannot be replaced by monetary damages alone so that KarPark shall be entitled to injunctive or other equitable relief (without the obligation of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages (if any).

18. Dispute Resolution

- 1) Regardless of where you are domiciled any claims brought against KarPark must be filed in a New Zealand Court. Any arbitration, mediation or other conciliatory process must be initiated and carried out in New Zealand. You agree to submit to the exclusive jurisdiction of the courts of New Zealand.
- 2) Notwithstanding the parties' decision to resolve any and all disputes arising under this Agreement through arbitration, KarPark may bring an action to protect its intellectual property rights or to seek to obtain injunctive relief or other equitable relief from a court to enforce the provisions of this Agreement or to enforce the decision of the arbitrator.
- 3) The arbitrator shall apply the substantive laws in accordance with Governing Law and Jurisdiction, shall issue a written decision, and shall have the power to award any legal remedies consistent with this Agreement except for punitive, exemplary or special damages.
- 4) Disputes will be resolved only on an individual basis and will not be consolidated with any other claims, suits or other proceedings that involve any claim or controversy of any other party.

5) You agree that the provisions in this clause will survive any termination of this Agreement.