

Special terms of use for the APCOA FLOW APP (current as of April 2018)

Editor

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I. App description

The software is a downloadable software application ("Software" or "App") that allows the users to access APCOA Flow functions directly from your Android, iPhone, iPad or other mobile device, as long as the hardware is supported by APCOA Flow and is compatible with the App. Which devices and software versions are compatible with the App, results from the description of the App in each App Store, through which the App is downloaded and installed.

You can download the App regardless of whether you are using APCOA Flow Service or not. However, in order to activate the full functionality of the App, you need to set up and activate a free user account with APCOA Flow. The valid General Terms of Access and Use of APCOA apply to this.

After the registration, the App provides access to APCOA Flow's digital services. These enable the authorised user to enter and leave the car parks and parking lots ("parking facilities") covered by APCOA Contactless Flow , the automatic billing and payment for the associated parking processes and, if applicable, the use of additional APCOA Flow Services.

II End-User License Agreement "EULA"

End Customer Terms of Use for APCOA Flow App

1. Introduction

This End User License Agreement ("EULA") is a legally binding agreement between you as an individual or entity, and APCOA Parking Italia S.p.A. ("APCOA"). You agree to abide by the EULA Terms and Conditions if applicable when you download, install or use this App for Android, iOS or any other mobile platform. If you do not agree with the EULA, please do not check the box "I accept the terms and conditions" and do not use the App.

By installing or using the App, you declare that you have read, understood and will comply with the EULA.

1.1 Contract partner and purpose of use

This App is offered by APCOA in an App Store ("platform") of the respective operator ("platform operator"). The contractual party of the user is APCOA.

The platform operator is not the user's contractual party for the App or its content.

1.2 User of the App and purpose of use

The user is a contractual party for the use of this App, either as a private individual or as a representative of the company where he is employed. If the user concludes the agreement for the use through his company without being entitled to do so, he shall himself become

the contracting party pursuant to this EULA.

This App may only be used by the following users and for the stated purposes: This App may be used by any user for personal or business purposes.

1.3 Function and purpose of the App

The function and purpose of the App is described in the App description.

1.4 Registration

In order to use the full functionality of the App, the registration of a user account is required. For this purpose, the user must enter the data for the user account completely and correctly, and must keep it up to date at all times. The handling of this data is governed by Part II.

2. Rights of use, data usage

2.1 Range of the usage rights

The user will receive the time-limited, non-exclusive, non-transferable, revocable and free of charge right to use the App in accordance with this EULA and only for personal purposes. Amendments, deviations and additions may result from the information and conditions for Free and Open Source Software ("FOSS") pursuant to Paragraph 2.2 and for external content pursuant to Paragraph 2.3.

2.2 Rights to use FOSS

The App may contain components of Free and Open Source Software ("FOSS"). The information, terms and conditions for FOSS shall take precedence over EULA.

2.3 External contents

The App may contain or use components (software or content) from third parties. The information and terms and conditions of use concerning external contents take precedence over EULA. Insofar as rights to these external contents are granted directly by third parties, the user will conclude a contract with the respective third party in accordance with the corresponding conditions of use, when these EULA are agreed-upon. In the event of a violation, the third party may assert claims against the user.

2.4 Termination of the rights of use

Prerequisite for the usage rights granting is the compliance with this EULA. In the event of a violation of this EULA by the user, the rights to use the App including its content shall automatically cease to apply.

Irrespective of this, publishers and providers of the App can terminate the usage rights at any time through a unilateral declaration with an immediate effect.

2.5 Violation

In addition to a termination of the usage rights, a violation of this EULA may have further legal consequences for users, e.g. due to the illegal use of the App and its contents. This also includes a use of the App that is different from the provisions of this agreement with the consequent possibility of claim for damages.

2.6 Data protection

APCOA protects the user's personal data and uses it exclusively to the extent permitted by law or with the user's consent in cases where the same is required; more detailed information on this can be found in the Data Protection Statement, which is available via the App or on Apcoa website at <https://www.apcoa.it/privacy/>.

3. User obligations

3.1 Confidentiality

The user may only use the content of the App for his own private use, and may not make it accessible to the public, for example, in social networks or in other ways.

3.2 Obligation to report defects

The user shall immediately notify the contact point specified under Customer Service of any malfunctions in connection with the App usage.

3.3 Legitimate use

The user is obliged to only use the App legally in accordance with this EULA, and in accordance with the applicable law. This is within the user's scope of responsibility.

PLEASE NOTE that you must be the person registered as the keeper of vehicle being entered or are authorised by them to use and register that vehicle.

4. Prohibitions

4.1 Transfer and utilization prohibition

It is not permitted to make the App available, publish, license, sell or otherwise commercially exploit the App for a consideration or free of charge. No rights to the App may be rented, leased or otherwise transferred.

4.2 Block modifications

It is not allowed to modify, adapt, translate, create derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive the App's source code. It remains unaffected the possibility for the user to request the App Owner to provide interfaces for interoperability with other systems and, if not provided, to perform reverse engineer.

5. Effect on software or websites of the editor or third parties

Any use of the App that has a negative effect on the App itself or any associated websites or software accessed by the App is prohibited.

6. Warranty

6.1 Free provision

(a) Services

The App is available in a basic version for free. Their functionality is visible in the App Store, through which the App has been downloaded and installed, and can be expanded or reduced by the provider at any time. In particular, there is no legal right to certain functions that were still available in an earlier version, unless this function was purchased for a consideration.

(b) Prices

The App can be extended by *in-app* purchases paid for additional features. The current price and subscription models are included in the app itself, in the App Store and before placing the order. All prices are inclusive of applicable VAT.

6.2 Exclusion of warranty rights

THE APP, IF IT IS PROVIDED FREE OF CHARGE FOR THE USER, IT IS IN THE "AS IS CONDITION". IN PARTICULAR, NO GUARANTEE OF AVAILABILITY, MARKETABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE WILL BE GIVEN. WARRANTY RIGHTS ARE EXCLUDED, EXCEPT IN CASE OF GROSS NEGLIGENCE ON THE PART OF THE EDITOR OR APP PROVIDER. THIS ALSO APPLIES TO ANY SUPPORT OR SERVICE.

6.3 Accuracy of information

THE EDITOR SHALL NOT ASSUME ANY RESPONSIBILITY FOR COMPLETENESS AND CORRECTNESS. DEPICTIONS OF SERVICES, PRODUCTS, PRICES AND OTHER SERVICES ARE MADE WITHOUT A GUARANTEE FOR CORRECTNESS, AND DO

NOT CONTAIN A CONTRACTUAL OFFER NOR A CLAIM TO THE CONCLUSION OF A CONTRACT.

6.4 Scope of the warranty terms and conditions

THE WARRANTY OF THE EDITOR AND PROVIDER IS EXCLUDED AND LIMITED TO THE EXTENT PERMITTED BY LAW. Mandatory rights of the user remain unaffected.

7. Liability

7.1 Extent of liability

Regardless of the legal basis, APCOA shall only be liable within the framework of statutory provisions in accordance with this Paragraph 7.1 and the following Paragraphs 7.2 and 7.3.

APCOA shall be liable only for damage caused by wilful intent or gross negligence on the part of APCOA itself, or one of its legal representatives or vicarious agents, as well as for damage resulting from the non-observance of the obligations set out in this contract.

7.2 Indemnity against liability

If the editor or the provider of the App is held liable by a third party for any violation of this EULA by the user, the user shall indemnify the editor and the provider from all claims and costs arising directly or indirectly as a result thereof, including reasonable defense costs incurred by an attorney. This does not apply if the user is not responsible for an infringement. The editor reserves the right to defend himself against such claims.

7.3 Scope of liability regulations

THE LIABILITY OF THE EDITOR AND PROVIDER IS EXCLUDED AND LIMITED TO THE EXTENT PERMITTED BY LAW. Mandatory rights of the user, in particular liability according to the product liability

law remain unaffected.

8. Additional conditions regarding Apple

8.1 These Terms of Use are exclusively agreed between the user and APCOA, and not with Apple.

8.2 APCOA grants the user the right to use this application exclusively on iOS products which are owned or operated by him/her, and pursuant to the extent permitted by the terms of use of the App Store.

8.3 Apple is under no obligation to provide maintenance or support for this application.

8.4 Apple shall not assume any responsibility for the examination, defense, resolution, and performance of claims arising from the infringement of third party intellectual property rights.

8.5 Apple is under no obligation to respond to any claim by the user or any third party in connection with the App or your property and/or use of this application. This applicability pertains to the following claims:

- (a) product liability claims;
- (b) claims arising from the statement that the App violates the applicable legal or regulatory provisions; and
- (c) claims based on consumer protection or similar laws.

8.6 Apple and its affiliates are third party beneficiaries of the Privacy Policy and these Terms of Use, and therefore, upon your acceptance of the agreement (and this right is deemed to be accepted), Apple and its affiliates are entitled to enforce these Terms of Use against the user.

9. Final provisions

9.1 Right to change

APCOA reserves the right to adapt this EULA as required. APCOA will inform the user about significant changes to the EULA. Changes will automatically take effect 30 days after this notification. If a user does not agree with a change, he/she must uninstall the App and cease to use it. By continuing to use the app, the user declares his/her consent to the terms of the amended EULA.

9.2 Invalidity of individual clauses

Should individual provisions of this EULA be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

9.3 Applicable law

This agreement is governed by Italian law.

9.4 Place of jurisdiction

Without prejudice to the provisions of the subsequent article 9.5., the resolution of any disputes over this agreement shall come under the exclusion of the Court of Mantua. Should the user be a "Consumer", jurisdiction shall lie with the Court of residence or domicile of the consumer, if located in the territory of the State,

9.5 ODR procedure

A consumer residing in Europe may make use of the online platform as an option to resolve disputes, without litigation, arising from the stipulation of this online contract, as laid down by article 14 of the (EU) Regulation no. 524/2013.

The platform is available at the following link <https://webgate.ec.europa.eu/odr>.

