



TERMS OF USE

INDEX

1. Preamble .....1

2. Definitions .....1

3. Agreement to the Terms .....2

4. The Izix Solution .....2

5. Access to the Izix Solution .....2

6. Account .....2

7. Instructions for Use.....2

8. Third Party Services.....3

9. Wallet Payment.....3

10. Modifications to the Terms and the Izix Solution .....3

11. Intellectual Property .....4

12. License .....4

13. Izix’s Liability .....4

14. Indemnification by Users .....5

15. Limitations of Liability and Warranty .....5

16. Personal Data .....5

17. Term and Termination of the Agreement .....5

18. Miscellaneous .....6

19. Questions? .....6

20. Versions .....6

1. PREAMBLE

- 1.1 These terms of use (the “Terms”) describe the conditions under which Users may use the Parking Operating System, the Mobile App, and, where applicable, the Access Device, which form part of the Izix Solution.
- 1.2 By checking the “I accept” box and confirming, you are indicating that you have read and that you understand and agree to these Terms as set forth below and that your use of the Izix Solution shall be governed by these Terms.
- 1.3 Izix Services are provided by, and you are contracting with Izix.

2. DEFINITIONS

- 2.1 “Account” means a User’s personal account created on the Parking Operating System or the Mobile App by the Administrator Account.
- 2.2 “Administrator Account” means the personal account(s) of an Occupant created in accordance with the relevant Agreement on the Parking Operating System or the Mobile App.
- 2.3 “Access Device” means the hardware device for Parking Lot access that can, at the request of an Owner or an Occupant, be installed in the barrier or gate to a Parking Lot.
- 2.4 “Affiliates” means a person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with, another Person.
- 2.5 “Agreement” means the agreement entered into between Izix and your Supplier relating to the provision and use of the Izix Services, including the General Terms and Conditions and their appendices, these Terms of the Parking Operating System and the Mobile Application, and the Privacy Policy.
- 2.6 “Building” means the building(s) for which one or more Occupant(s) may, at their request or at the request of an Owner, benefit from the Izix Solution and allow Users to benefit from it.
- 2.7 “Charges” means all Costs and Fees due at a given time by an Owner or an Occupant to Izix.
- 2.8 “Force Majeure” means any unforeseen event that occurs after the effective date and that is beyond the reasonable control of the affected Party, insofar as such event prevents and/or delays the affected Party’s performance of its obligations under this agreement and where the affected Party is not the direct or indirect cause of such an event and is not able to prevent or eliminate it at a reasonable cost; such events include but are not limited to: natural disasters; riots; epidemics; war and military operations; national or local emergencies; government actions or omissions; economic disputes of any kind; employee actions; fires; floods; lightning; explosions; collapses; reduction or non-functioning

- of Third Party networks, systems, and equipment; failures or delays of the electrical network, the internet, servers, or any public telecommunications network; attacks or infections or unauthorized access to the affected Party’s computer systems by Third Parties.
- 2.9 “Intellectual Property Rights” means all intellectual, industrial, and commercial property rights and all other similar rights, existing or future, registered or not, in Belgium or anywhere in the world, including but not limited to copyrights (in particular copyrights in computer programs and databases) and all other possible rights in the field of literature, arts, and sciences; patent rights, know-how rights, or trade secrets, and all other rights to intellectual creations in the field of technology; design rights; trademark rights, rights to legal and trade names, domain names, and all other possible rights to marks used in business to distinguish one good or service from another in commerce, including, with respect to Izix, the Izix IP.
- 2.10 “Izix” means IZIX SRL is public limited liability company with its head office located at Rue du Mail 50, B-1050 Ixelles, registered in the Brussels Registre des *Personnes Morales* (Register of Legal Entities) under company number 0802336884, which develops and offers a SaaS solution for access to and management of parking spaces and its Affiliates.
- 2.11 “Izix IP” means all Intellectual Property Rights related to the Parking Operating System and the Mobile App, to the underlying models and algorithms of the Parking Operating System and the Mobile App, and to the Izix trademark and logo, including all right, title, and interest pertaining thereto.
- 2.12 “Izix Services” means, together, the Izix Solution and the Maintenance and Support Services.
- 2.13 “License” means the license to access and use the IZIX Solution, which is personal, restricted, non-exclusive, non-transferable, non-assignable, and that, unless expressly stated otherwise, cannot be the subject of a sub-license, granted by IZIX for the strict purpose of the exercise by the beneficiary of the License of its rights and obligations under the Agreement within the scope of the normal exercise of its activities, to, depending on the specifics of the Agreement, the Customer and/or User(s).
- 2.14 “Maintenance and Support Services” means the maintenance and support services for the Izix Solution performed by Izix.
- 2.15 “Mobile App” means the mobile application provided by Izix, forming part of the Izix Solution and accessible through the Apple App Store and the Google Play Store.
- 2.16 “Occupant(s)” means the legal entity or natural person company legitimately occupying a Building that, at its request or at the request of an Owner, may benefit from the Izix Solution and allow Users to benefit from it. Occupants may be Owners or Tenants of one or more Buildings.
- 2.17 “Owner” means the legal entity or natural person company that holds the real rights over a Building’s disposal or any natural or legal person mandated by such person, i.e. the owner, the tenured leaseholder, or any other equivalent legal capacity.
- 2.18 “Parking Lot” means a spot located in a Building and intended for the parking of wheeled vehicles (cars, utility vehicles, bicycles, mopeds, motorcycles, etc.).
- 2.19 “Parking Operating System” means the web application developed and managed by Izix, which is part of the Izix Solution and accessible via the internet.
- 2.20 “Privacy Policy” means all the information provided by Izix to the relevant persons whose personal data is processed by Izix in accordance with applicable legislation on the matter. The Privacy Policy is available on the Parking Operating System and the Mobile App and on Izix’s website.
- 2.21 “Solution” or “Izix Solution” means the SaaS Solution for accessing and managing Parking Lots developed and offered by Izix, which consists of (i) the Mobile App and (ii) the Parking Operating System.
- 2.22 “Supplier” means the Owner or the Occupant who has entered into an Agreement with Izix and who has designated you as an authorized User in that context.
- 2.23 “Term” means the period during which the Agreement between Izix and your Supplier is in effect.
- 2.24 “Third Party” means any natural person or legal entity that is neither Izix nor a User.
- 2.25 “Third Party Services” means any Third-Party hardware, software, goods, services, or components used by the Izix



Solution, or any Third-Party website or application to which the Izix Solution provides access but that are not owned or controlled by Izix.

- 2.26 “**User Content**” means all comments, data, or other information provided by the User via the Parking Operating System and/or the Mobile App.
- 2.27 “**Wallet Payment**” means the invoicing and payment method for the User’s utilization of the Occupant’s services, wherein the Occupant delegates the generation of the invoices for the use of its service to IZIX, the invoices are issued for the User, and IZIX is authorized by the User to pay the Occupant’s invoice. The User’s payment is executed through a credit wallet funded by the User through a Third Party.
- 2.28 “**Websites**” means the following Izix websites: Izix.eu, blog.izix.eu, ressources.izix.eu, knowledge.izix.eu.
- 2.29 “**You**” or “**User**” means the natural persons who have the right to actually use the Izix Solution to have access to a Parking Lots.

### **3. AGREEMENT TO THE TERMS**

- 3.1 Please read these Terms carefully before downloading, installing or using the Izix Services. By downloading, installing, accessing, browsing or using the Izix Solution, you accept and agree to these Terms which bind you legally. In order to provide our Izix Services, we need to obtain your agreement to our Terms. If you do not agree to these Terms, you are not permitted to use the Izix Services and you must immediately cease downloading, installing or using the Izix Solution and Services.
- 3.2 In order to use the Izix Solution you must have a compatible device. The Izix Solution is not compatible with all devices and it is your responsibility to use a compatible device with the Izix Solution. Any compatible device to which you download the Izix Solution will be known as a “Device” for the purposes of these Terms. You confirm that you either own the applicable Device or if not owned by you, you have obtained permission to install and use the Izix Solution on such Device. You accept responsibility for any use of the Izix Solution on or in relation to such Device, whether or not such Device is owned by you, or such use was made by you.

### **4. THE IZIX SOLUTION**

- 4.1 The Izix Solution consists of (i) the **Parking Operating System** and (ii) the **Mobile App**. It also includes the **Maintenance and Support Services** and, as an option, the **Access Device**.
- 4.2 It allows authorized Users to reserve and access available Parking Lots in buildings for which your Supplier has subscribed to the Izix Solution.

### **5. ACCESS TO THE IZIX SOLUTION**

- 5.1 As a User, you can access the Parking Operating System and the Mobile App by logging into your Account using the login information provided to you by (or on behalf of) your Supplier, accepting these Terms, and confirming that you have read the Privacy Policy.
- 5.2 Access to the Parking Operating System and the Mobile App is granted to you because your Supplier has entered into an Agreement with Izix and has designated you as an authorized User in this context due to the legal relationship between you and your Supplier. Your right to access the Parking Operating System and the Mobile App is strictly limited to usage within the framework of such a legal relationship.
- 5.3 In order to use the Parking Operating System and/or the Mobile App, a device that meets the system and compatibility requirements for the relevant content, working internet access, and compatible software are required.
- 5.4 The Mobile App is available on the Apple App Store or the Google Play Store.

### **6. ACCOUNT**

- 6.1 Your Account is strictly personal and cannot be used by a Third Party. You expressly acknowledge and agree that it is strictly forbidden for Users to give, lend, sell, or otherwise transfer their Account to third parties. You must keep your Account details and login information secure and must not share them with anyone.

- 6.2 You are solely responsible for maintaining the confidentiality and security of your Account login information, such as your password, and you are fully responsible for all activities that occur under your Account. You must immediately notify Izix in the case of any actual or suspected unauthorized use of your Account or any other breach of security.

## **7. INSTRUCTIONS FOR USE**

- Instructions for Use of the Izix Solution and the Account
- 7.1.1 Use of the Parking Operating System and the Mobile App are subject, at all times, to strict compliance by you with the following instructions and restrictions:
- You will keep your license plate readable and visible at all times ;
  - Where applicable and required, you are at least 18 years old and in possession of a valid driver's license and all (automobile) insurance coverage required by law ;
  - You have the capacity and authority to personally agree to these Terms ;
  - All comments, data, or other information provided by you via the Parking Operating System and the Mobile App, i.e. the User Content is accurate and truthful and (i) shall not infringe any Third Party Intellectual Property Rights; (ii) does not misappropriate any trade secret; (iii) is not misleading, defamatory, or illegal; (v) does not otherwise violate the rights of any Third Party ;
  - You will only use the Izix Solution or any or all of its components in accordance with these Terms, only for the purposes authorized by these Terms, and in full compliance with any additional instructions or policies issued by Izix, including but not limited to those published in the Parking Operating System and the Mobile App and applicable laws and regulations and generally accepted practices in the applicable jurisdiction ;
  - You will not interfere (or attempt to interfere) with the access to, or the functioning of, the Parking Operating System and/or the Mobile App (including the Account), and you will not use (or attempt to use) the Izix Solution or any component thereof in a manner likely to disrupt the Izix Services (including by accessing the Izix Solution through any automated means whatsoever, such as scripts or web crawlers) or servers or networks connected to the Izix Solution, and you will not violate (or attempt to violate) the rules, requirements, or regulations of the networks connected to the Izix Services (including any unauthorized access, use, or monitoring of data or traffic) or access or attempt to access Izix’s computer systems, or modify them, use them to transmit computer viruses, hacker attacks, worms, etc., or commit offenses likely to be qualified as computer-related crimes ;
  - You will not use any automatic system or software to extract data from the Izix Solution or all or part of its components for commercial purposes (“screen scraping”) ;
  - You will comply at all times with the applicable terms and conditions of any Third Party offering goods or services under any Third Party Services ;
  - You will not copy, translate, alter, or modify the Izix Solution or any component thereof, and you will not (attempt to) reverse engineer, decompile, disassemble, or derive the Izix Solution or any component thereof, nor create derivative works based on the Izix Solution, nor circumvent or attempt to circumvent any technical or protective limitations of the Izix Solution and/or any component thereof; you will not attempt to do any of these things ;
  - You will not use the Izix Solution and/or any component thereof in an unlawful, illegal, fraudulent, or harmful manner or in connection with any unlawful, illegal, fraudulent, or harmful activity or purpose or in a way likely to infringe upon the rights (including intellectual property rights) or interests of Izix or any Third Party, and in particular you will not use it to disseminate trade secrets, viruses, damaging or



- illegal information, or information that is in bad taste, discriminatory, or offensive to anyone ;
- You will install updates to the Izix Solution as soon as they are available, and you will always use the latest version of the Izix Solution ;
- You will ensure the confidentiality of your Account (including login data) and report any breach of security in this regard to Izix immediately and at the latest within twenty-four (24) hours ;
- You will not obtain (and will not attempt to obtain) unauthorized access to the Accounts of other Users or to an Administrator Account; you will not assume (or attempt to assume) any person's or entity's identity or otherwise misrepresent your affiliation with any person or entity ;
- You will not use (and will not attempt to use) the Izix Solution or any of its components to generate unsolicited advertising emails or spam ;
- You assume full responsibility for every use and activity of your personal Account ;
- You will not alter, remove, or obscure (and will not attempt to do so) any copyright notices, digital watermarks, proprietary legends, or other notices included in the Izix Solution or any of its components ;
- You will inform Izix of any information that is useful for the execution of its activities (such as reactions, remarks, or ideas for improvement that you have or that you receive from Users) and, as soon as possible, of any complaint that you have or that you receive from Users. You warrants that all information communicated by you are valid and belongs to you or you have the right to use it (including, but without limitation, account information, number plate,...) ; and
- You will not collect or harvest any information or data from the Izix Solution or attempt to decipher any transmissions to or from the servers running the Izix Solution, including, without limitation, by using any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape", "data mine" or in any way gather the Izix Solution content or reproduce or circumvent the navigational structure or presentation of the Izix Solution without Izix prior written consent.

7.2 Instructions for Access to and Use of Parking Lots and Parking Lots

7.2.1 In addition to any applicable conditions with respect to Third Party Services, access to Parking Lots are subject, at all times, to strict compliance by you with the following instructions and restrictions:

- You may only access, park in, and leave the parking lot during the hours corresponding to the Agreement entered into by your Supplier. These are available via your Account. The applicable opening hours may be modified by your Supplier who will inform you thereof ;
- You may only park your vehicle in spaces reserved for Users. Under no circumstances may you park in an inappropriate or unauthorized place ;
- Under no circumstances may you (attempt to) transfer or sublet any Parking Lots ; and
- In the event of an accident or involuntary immobilization of your vehicle, you will immediately take the necessary measures to repair the vehicle so that it does not in any way disrupt normal circulation in the establishment. In any case, you will ensure the removal of the vehicle before the end of the time slot during which it is authorized to access the Parking Lots.

7.3 Safe use

7.3.1 We try hard to keep our Izix Solution a safe place for all Users. But we cannot guarantee it. That is where you come in. By using the Izix Solution, you agree that you will at all times comply with these Terms, and any other policies we make available in order to maintain the safety of the Izix Solution.

7.3.2 If you fail to comply, without prejudice to other available remedies, we reserve the right to remove any offending content, terminate or limit the

visibility of your Account, and notify third parties—including law enforcement—and provide those third parties with information relating to your Account. This step may be necessary to protect the safety of our Users, and others, to investigate, remedy, and enforce potential Terms violations, and to detect and resolve any fraud or security concerns.

**8. THIRD PARTY SERVICES**

8.1 In the event that the Izix Solution uses any Third Party hardware, software, goods, services, or components, or provides access to Third Party websites, services, or applications that are not owned or controlled by Izix (the "Third Party Services"), the general terms and conditions of use, license agreements, and/or privacy policies of such Third Parties will govern your use of the Third Party Services, in addition to these Terms with respect to what falls within their scope. You acknowledge that Izix has no control over, incurs no responsibility for, and does not guarantee the content, terms and conditions of use, privacy policies, or practices of the Third Party Services. The User acknowledges and agrees that Izix shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods, or services available on or through such Third Party Services. By accessing such Third Party Services, you agree to abide by the applicable terms and conditions, and you acknowledge that you are the sole party to such terms and conditions.

8.2 Access to and use of the Parking Lots are subject to the acceptance without modification of all the terms and conditions contained in these Terms, and, where applicable, the terms and conditions of the Parking Lots and the internal rules of the Parking Lots.

**9. WALLET PAYMENT**

9.1 This provision on Wallet Payment is solely applicable to Users who have been expressly authorized by IZIX to use the Wallet Payment.

9.2 The User agrees to pay a provision into IZIX's Stripe account. In return, IZIX will grant the User a number of credits on the User's wallet corresponding to the amount of the provision paid by the User. With these credits, the User will have access to the Occupant's services and the User's credits will be automatically withdrawn from the User wallet upon the use of the Occupant's services. IZIX will send each month the Occupant's invoice for the User's use of the services to the User. The User authorizes IZIX to pay any amount due to the Occupants on behalf of the User by deducting the amounts made available by the User on IZIX's Stripe account. The User is responsible for the recharge of its wallet with new credits from time to time to continue its use of the services. The User may reclaim any sums deposited into IZIX's Stripe account that have not been used at any moment.

9.3 The User acknowledges that IZIX's role is limited to facilitating payment transactions and that IZIX bears no responsibility for the operations related to the funding of the account, payment processing, or any disputes arising from such transactions.

9.4 Furthermore, the User agrees to indemnify and hold IZIX harmless against any claims, losses, or liabilities arising from the User's failure to fund its account adequately or any unauthorized use of its Account credentials.

**10. MODIFICATIONS TO THE TERMS AND THE IZIX SOLUTION**

10.1 We reserve the right at any time, and from time to time, with or without cause to:

- 10.1.1 modify these Terms;
- 10.1.2 modify or update the Izix Solution or any or all of its components, including but not limited to adding, removing, or discontinuing, temporarily or permanently, any tool, service, functionality or other feature of the Izix Solution without prior notice and without any liability to you or to Third Parties;
- 10.1.3 remove or suspend, in whole or in part, temporarily or permanently, your use and/or your access to the Izix Solution in accordance with these Terms.

10.2 Unless otherwise required by law, we will provide you at least 10 days' advance notice of changes to our Terms (e.g., by e-



mail or through the Izix Solution), which will give you the opportunity to review the revised Terms before they become effective, and we will ensure that any such changes are reasonable for you, taking into consideration your interests. We will also update the "Last modified" date at the top of our Terms. Changes to these Terms shall become effective no sooner than 10 days after we provide notice of planned changes. Once updated Terms come into effect, you will be bound by them if you continue to use our Solution or Services. We hope you will continue using our Solution or Services, but if you do not agree to our Terms, as amended, you must stop using our Solution or Services.

10.3 You agree that your continued use of the Izix Solution or any or all of its components after any such changes or modifications constitutes your acceptance of such changes.

## **11. INTELLECTUAL PROPERTY**

11.1 All Intellectual Property Rights related to the Izix Solution, the Parking Operating System, the Mobile App, the underlying models and algorithms of the Parking Operating System and the Mobile App, the Izix IP shall at all times and worldwide remain the sole and exclusive property of Izix and, if applicable, its Third Party licensors, and Users shall not obtain any right, title, or interest therein, except for the limited use rights expressly granted by these Terms.

11.2 In the event that, despite being prohibited from doing so, Users modify or create works derived from the Izix Solution, the Parking Operating System, and/or the Mobile App, Izix shall be the owner of all right, title, and interest, including Intellectual Property Rights, in and to such modifications and derivatives, and Users hereby assign such right, title and interest, including Intellectual Property Rights, in and to such modifications and derivatives to Izix at no cost to Izix.

11.3 Users acknowledge the great value of the goodwill associated with the Izix IP and acknowledge that such goodwill belongs exclusively to Izix and/or its Third Party licensors. Any goodwill resulting from the use of the Izix IP by Users will be for the exclusive benefit of Izix.

## **12. LICENSE**

12.1 During the Term, Izix grants you a license to access and use the Parking Operating System and the Mobile App (the "License") that is personal, restricted, non-exclusive, non-transferable, and non-assignable, and that may not be sub-licensed, within the framework of the normal exercise of your activities, and provided that such License does not affect the rights of Izix and is only for the strict purpose of exercising the rights and obligations that arise for you from the Agreement with your Supplier and from these Terms.

12.2 The License is at all times conditional upon acceptance of and compliance with these Terms and the Privacy Policy.

12.3 By uploading, creating or otherwise providing User Content, you grant Izix a non-exclusive, royalty-free, worldwide, sublicensable, and transferable license to use, copy, store, modify, transmit, and display such User Content to the extent necessary to provide and maintain the Izix Solution or Services. Izix reserves the right, but is not obligated, to review and remove any User Content that is deemed to be in violation of the provisions of these Terms or otherwise inappropriate, of third-party rights, or of any applicable laws or regulations.

12.4 You acknowledge and agree that Izix is under no obligation to back up or save User Content.

## **13. IZIX'S LIABILITY**

### **13.1 Principle**

13.1.1 Izix may only be held liable to Users, within the limits set forth below, for damages or losses resulting directly from the breach by Izix of its commitments to Users under these Terms. Izix shall in no way be liable to Users for any damage resulting from any cause other than a violation of its own obligations under these Terms, in particular from the actions, omissions, or decisions of Third Parties. In addition, Izix's liability is strictly conditional on Users' compliance with these Terms and any advice and/or directives and/or instructions that may be given by Izix.

### **13.2 Availability and Maintenance**

13.2.1 You acknowledge that complex software such as the Izix Solution is never completely free of defects, errors, viruses, delays, imperfections and bugs, and, except as provided in these Terms and in the Agreement entered into by your Supplier, and to the extent permitted by applicable law, Izix makes no warranties or representations that the Parking Operating System and the Mobile App will be completely free from defects, errors, viruses, delays, imperfections and bugs, nor that they will be fit for or consistent with a particular purpose or use. Izix also does not guarantee that all errors can be corrected, or that access to or operation of the Izix Services and the Parking Lots will be uninterrupted, secure, or error-free. User further acknowledges and agrees that there are risks inherent in the transmission and storage of information on the Internet and that Izix is not responsible for and shall not be liable for any loss of your data, including but not limited to User Content.

13.2.2 Izix does not guarantee that use of the Izix Services will be uninterrupted or error-free, and Users agree that from time-to-time Izix may remove the Izix Services for indefinite periods, or cancel the Izix Services at any time, without prior notice to Users. Users expressly agree that their use or inability to use the Izix Services is at their sole risk.

13.2.3 The Izix Services and all products and services provided to User are (unless expressly stated otherwise by Izix) provided on an "as is" and "as available" basis, without warranty of any kind in application of Belgian law, whether express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

13.2.4 Izix's responsibility in terms of availability and maintenance of the Izix Solution is governed exclusively by the Service Level Agreement that is part of the Agreement entered into by your Supplier.

13.2.5 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including any failure of public or private telecommunications networks.

13.2.6 If you need technical assistance, please contact Izix customer service directly by e-mail (support@izix.eu)

### **13.3 Third Party Actions**

13.3.1 In no event shall Izix be held liable to Users for damages caused by Third Party actions.

13.3.2 You release us from any claim, complaint, cause of action, controversy, dispute, or damage, known or unknown, relating to, arising out of, or in any way connected with any such claim you have against any Third Parties. Your rights with respect to Izix are not modified by the foregoing disclaimer if the laws of your country or territory of residence, applicable as a result of your use of our Solution or Services, do not permit it. In particular, Izix shall in no way be liable for damages resulting in whole or in part from:

- any unavailability of the Parking Lot, any malfunction, breakdown, or other technical problem related to the Parking Lot, any modification of the internal rules of the Parking Lot, any difficulty in accessing the Parking Lot or a given Parking Lots, any problem with gates, automatic barriers, or any other similar equipment, and more generally, any circumstance that is the responsibility of the operator and/or manager and/or owner or tenant of a Building's Parking Lot;
- non-compliance by Users with the terms and conditions applicable to the access and use of the Parking Lot;
- any breakdown of the Services, the malfunctioning of the Services and/or functionalities provided by the Services, or any other malfunction or technical problem related to the functioning of the Services;

- claims from any party other than the User or damages consisting of Third Party claims against the User resulting from any damage whatsoever, material or intangible, to any person or property (for example, a person's car) such as, in particular: accidents, theft, or damage, even partial, that may occur on occasion or as a result of the use of the Parking Lot;
- any damage whatsoever, material or intangible, to any person or property (for example, a person's car) such as accidents, theft, or damage, even partial, that may occur on occasion or due to the access and use of the Parking Lot via the Izix Solution;
- actions, omissions, or decisions of Third Parties and, more generally, from any Third Party Service.

#### 13.4 Indemnification by Izix

- 13.4.1 Izix shall indemnify Users against all damages ultimately awarded in connection with any action brought against them by a Third Party, insofar as such action is based on an allegation that the Parking Operating System and/or the Mobile App used in compliance with the Terms infringes the Intellectual Property Rights of said Third Party, provided that the User gives Izix (i) prompt notice of the complaint, (ii) sole control of the defense and any settlement thereof, and (iii) reasonable assistance, cooperation, and information in the context of the defense.
- 13.4.2 In the event that any of the Izix Services or any part thereof, in the reasonable opinion of Izix, is likely to be the subject of a claim of infringement of Intellectual Property Rights by a Third Party, Izix has the right, at its sole discretion and expense, to (i) modify the Izix Solution or the (allegedly) infringing portion thereof so that it is no longer infringing, all while preserving an equivalent functionality; (ii) obtain a license allowing the continued use of the Izix Solution in accordance with these Terms; or (iii) terminate further performance of the Agreement with the Supplier in accordance with the Agreement entered into with it.
- 13.4.3 The foregoing sets forth Izix's entire liability and obligation and User's sole remedy with respect to any violation or alleged violation of any intellectual property right caused by the Services or any part thereof.

### 14. INDEMNIFICATION BY USERS

- 14.1 You shall indemnify Izix against any demand, claim, loss, liability, or damage of any kind, including reasonable attorneys' fees, whether in tort or contract, that Izix may incur due to or arising out of: (i) any breach by you of any provision of these Terms or any other instructions or policies issued by Izix; (ii) any User Content infringing any Intellectual Property Rights of a Third Party, (iii) any fraud, wilful misconduct, or negligence committed by you, (iv) any Third Party claim based on any of the circumstances referred to under subsections (i) to (iii), (v) any misrepresentation made by you.
- 14.2 We reserve the right to assume the exclusive defence and control of any claim brought by a Third-Party in connection with your use of the Izix Solution and you will cooperate as fully as required by us in the defense or settlement of any Third-Party Claim. Your rights with respect to us are not modified by the foregoing indemnification if the laws of your country or territory of residence, applicable as a result of your use of our Izix Solution, do not permit it.

### 15. LIMITATIONS OF LIABILITY AND WARRANTY

Any exclusions or limitations set forth in these Terms apply to the maximum extent permitted by applicable law.

#### 15.1 Indirect Damages

- 15.1.1 Neither Party shall be held liable for indirect damages suffered by the other Party within the framework of these Terms or connection therewith. The following are in particular (but not exclusively) considered as indirect damages: the loss of use of any website, Internet access, hardware, or software, the costs of recreating lost data, damage to Users' hardware or software, the cost of any replacement performance, equipment, software, or system, loss of revenue, loss of profits, loss of

customers or reputation, loss or corruption of data, communication or messages sent, received, or stored via the Izix Solution, even if Izix has been informed of the possibility of such damages or if such possibility was reasonably foreseeable.

#### 15.2 Force Majeure

- 15.2.1 Neither Party shall be held liable for any consequence of a Force Majeure or any other cause beyond its reasonable control, including but not limited to internet outage, power outage, explosion, fire, war, and terrorism.

#### 15.3 Cap

- 15.3.1 To the fullest extent legally permitted, and except in cases of fraud or wilful misconduct, Izix's overall liability to Users is limited to EUR 1,000.00.

#### 15.4 Exceptions

- 15.4.1 Limitations to Izix' liability set forth in these articles do not apply in case of:
- a) Wilful misconduct, fraud or gross negligence;
  - b) Death or personal injury.

### 16. PERSONAL DATA

- 16.1 Registration may require each User to provide certain personal data that is necessary for the creation of their Account.
- 16.2 Any processing of personal data carried out by Izix in the context and for the purposes of performing the services it provides is performed by Izix acting as "processing manager" or as "subcontractor," in the manner more fully described in its Privacy Policy, available on <https://www.izix.eu/en/privacy-policy-230615>, and in accordance with applicable regulations (including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR"). The Privacy Policy details in particular the data processed, the processing performed, and their legal bases or how any User can exercise their rights and contact Izix at any time. Please take into account that if you have any question or if you want to exercise any of your rights under the GDPR for processing activities where IZIX is not the processing manager, please contact directly the processing manager of this activity.

### 17. TERM AND TERMINATION OF THE AGREEMENT

#### 17.1 General

- 17.1.1 You have access to the Parking Operating System and the Mobile App from the date you register and first log on to your Account, in accordance with section 3 of these Terms, and, in principle, for the entire Term of the Agreement entered into by your Supplier.

#### 17.2 Suspension

- 17.2.1 Izix may, at any time, immediately and without notice, suspend your Account or, more generally, access to the Izix Services in the following cases: (a) non-compliance with these Terms and in particular the Instructions for Use, (b) request by the Supplier to cancel or terminate the Account, (c) request or injunction from judicial or administrative authorities, (d) situation in which it is or may become illegal to provide the Izix Services, or (e) unexpected technical or security issues.

#### 17.3 Termination for Breach

- 17.3.1 Izix may terminate your right to access and use the Services if Izix believes or has reasonable grounds to suspect that you or your Supplier are in violation of the terms of these Terms, the Agreement, third-party rights, applicable laws or any other instruction or policy issued by Izix and if you or your Supplier does not remedy to such violation within 10 days after a written notification by Izix.

#### 17.4 Termination of the Agreement

- 17.4.1 At the end of the Term of the Agreement, for any reason whatsoever, all rights to use Parking Operating System and the Mobile App that have



been granted to you under these Terms will automatically expire.

17.5 Effects of Termination

17.5.1 In the event of termination of these Terms for any reason whatsoever, in accordance with the provisions of Terms, at the time of termination is effective:

- a) you will no longer be authorized to access or use the Services or the Parking Lots;
- b) the provisions of this Agreement that are expressly or by implication intended to survive termination, including but not limited to provisions regarding intellectual property, privacy, and liability, shall survive and remain in effect in accordance with their terms.
- c) all information included in your Account is not stored by Izix for a longer period than authorised by applicable laws.

**18. MISCELLANEOUS**

18.1 Entire Agreement

18.1.1 Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding our Izix Solution and Services and supersede any prior agreements.

18.2 Independence

18.2.1 No agency, partnership, joint venture or employment relationship is created as a result of these Terms and neither of us has any authority of any kind to bind the other in any respect.

18.3 Territory

18.3.1 Our Izix Solution is not intended for distribution to or use in any country or territory where such distribution or use would violate local law or would subject us to any regulations in another country or territory. We reserve the right to limit our Solution and Services in any country or territory.

18.4 Severability

18.4.1 If any provision of these Terms is, for any reason whatsoever, held to be invalid or unenforceable, the remaining provisions of these Terms shall survive and the invalid or unenforceable provision shall be deemed modified so as to be valid and enforceable to the maximum extent permitted by law.

18.5 Waiver

18.5.1 The failure or delay of a Party to assert a right or an option granted by the Terms or a breach by the other Party shall in no event be considered as or have the effect of a definitive waiver by such Party to subsequently assert such right or such breach.

18.6 Assignment

18.6.1 You may not assign or transfer these Terms or any right or obligation to any Third Party. Izix is free to (i) transfer or assign (part of) its obligations or rights under the Terms to any of its Affiliates, (ii) sub-contract the performance or support of the performance of these Terms to its Affiliates, individual contractors, and third party service providers without prior notice to the User, and (iii) assign or transfer all or part of its rights, benefits, and obligations under these Terms to a newly incorporated company taking over all or substantially all of the assets relating to the Izix Solution provided that the successor expressly agrees in writing to comply with the terms, conditions, and obligations of Izix under these Terms and notifies the User thereof in writing. Izix will be fully released from any obligation as soon as the assignment has taken place and notice thereof has been provided as stated above.

18.7 Notices

18.7.1 Any notice given under these Terms must be sent in writing and will only be valid if delivered, for Izix, to the following email address: support@izix.eu and, for the User, at the email address you

provided on your Account or, later, via your personal settings page in the case of any change.

18.8 Applicable Law and Jurisdiction

18.8.1 These Terms are exclusively governed by and interpreted in accordance with Belgian law. Any dispute relating to the validity and/or interpretation of these Terms will be settled definitively by the competent courts of Brussels.

**19. QUESTIONS?**

19.1 If you have any questions regarding the services or these Conditions of Use, please contact Izix customer service directly by e-mail (support@izix.eu)

**20. VERSIONS**

20.1 This version was updated on 01/06/2024. Prior versions of the Terms can be obtained upon request by e-mail (support@izix.eu)