

Terms of Use

Effective Date: April 6, 2026

Quick Links

We recommend that you read these Terms in full to ensure you are fully informed. However, to make it easier for you to review those parts of these Terms which apply to you, we have divided up the document into the following sections:

[Acceptance of the Terms of Use](#)

[Changes to the Terms of Use](#)

[Services](#)

[Payments and Fees](#)

[Communications](#)

[Accessing the Website and Account Security](#)

[Governing Law and Jurisdiction](#)

[Dispute Resolution by Binding Individual Arbitration and Class Action Waiver](#)

[Intellectual Property Rights](#)

[Trademarks](#)

[Prohibited Uses](#)

[Reliance on Information Posted](#)

[Changes to the Website](#)

[Information about You and Your Visits to the Website](#)

[Linking to the Website](#)

[Links from the Website](#)

[Geographic Restrictions](#)

[Disclaimer of Warranties](#)

[Limitation on Liability](#)

[Personal Injury or Death](#)

[Indemnification](#)

[Limitation on Time to File Claims](#)

[Waiver and Severability](#)

[Entire Agreement](#)

[Your Comments and Concerns](#)

Acceptance of the Terms of Use

These terms of use are entered into by and between You (“**You**” or “**Your**”) and Interstate Parking, LLC (and its subsidiaries) (“**Interstate Parking**”) and Inflow, Inc. (collectively with Interstate Parking, the “**Companies**,” “**we**,” “**our**,” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), set forth the legally binding terms for Your access to and use of any of our websites, including any content, functionality, and services (the “**Website**”), whether as a guest or a registered user, as well as in connection with any of our other “**Services**,” as defined below.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE WEBSITE AND/OR SERVICES AS THEY CONTAIN AN AGREEMENT TO INDIVIDUALLY ARBITRATE, CLASS ACTION WAIVER, AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION FOR CERTAIN TYPES OF DISPUTES AS DESCRIBED IN THE DISPUTE RESOLUTION BY BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COMPANIES ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING (EXCEPT IN INSTANCES OF BATCHED ARBITRATIONS AS DESCRIBED BELOW), (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

By using the Website and Services, You accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, (accessible at <https://www.inflowsystems.com/contact/privacy>), **incorporated herein by reference.** If You do not want to agree to these Terms of Use or the Privacy Policy, You must not access or use the Website or Services.

By accessing or using the Website and Services, You represent and warrant that You are of legal age to form a binding contract with the Companies and meet all of the foregoing eligibility requirements. Any use or access by anyone under age 13 is prohibited. If You do not meet all of these requirements, You must not access or use the Website or Services. If You fail to comply with these Terms of Use, Your permission to use the Website and Services automatically terminates. If you're agreeing to these Terms of Use on behalf of an organization or entity, You represent and warrant that You are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms of Use (in which case, the references to "You" and "Your" in these Terms of Use except for in this sentence, refer to that organization or entity).

SEPARATE AND APART FROM THIS AGREEMENT, YOU UNDERSTAND THAT INTERSTATE PARKING IS PERMITTED TO OBTAIN YOUR PERSONAL INFORMATION FROM THE APPLICABLE STATE DEPARTMENT OF MOTOR VEHICLES FOR ONE OR MORE PURPOSES UNDER THE DRIVER'S PRIVACY PROTECTION ACT ("DPPA"), 18 U.S.C. § 2721 *et seq.*

BY CONSENTING TO THESE TERMS AND CONDITIONS, YOU ARE ADDITIONALLY PROVIDING YOUR WRITTEN CONSENT TO INTERSTATE PARKING OBTAINING YOUR PERSONAL INFORMATION PURSUANT TO THE DPPA.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion and will note the new effective date if any changes are made. We may modify these Terms of Use or any additional terms that apply to Your access to and use of the Website and/or Services for any reason, for example, to reflect changes in the law or changes to our Website and/or Services.

If we make material changes to these Terms of Use, we may choose to notify You by prominently posting a notice of a new Terms of Service update on the Website for a period of time in our discretion, but we encourage You to review these Terms of Use and make note of the “**Effective Date**” frequently. You should look at the Terms of Use regularly and the “**Effective Date**” at the beginning of these Terms of Use.

All changes are effective immediately on the Effective Date and apply to all access to and use of the Website and/or Services thereafter. This includes changes to the Arbitration Agreement (see below), which apply to all disputes between you and the Companies, including those arising before the Effective Date of the changes, regardless of whether the dispute is pending as of the Effective Date. If you reject a change to the Arbitration Agreement in accordance with the procedure set out below, You will be bound by the most recent version of the Arbitration Agreement before the change You rejected.

Your continued use of the Website and/or Services following the posting of revised Terms of Use means that You accept and agree to the changes. If You do not agree to these Terms of Use or to the modified terms for a Service, You must discontinue using the Website or Services.

Services

The services provided by Interstate Parking include Your use of the parking facilities managed by Interstate Parking, while the services provided by Inflow, Inc. include Your use of an application or other technology (the “**Application**”) to book, reserve, and/or pay for use of the parking spot. The Application or Website allows you to prepay for a parking session or to pay for a parking spot live while at a parking facility managed by Interstate Parking. Collectively, the foregoing services provided by both Interstate Parking and Inflow, Inc. are defined as the “**Services**.” Some parking facilities may assess a fee for any reserved parking spot where You never arrive to utilize the spot, including if You hold a season pass or similar privilege for a particular parking facility. Specific information about fees for un-utilized reserved or prepaid Services will be presented at the point of sale for the transaction.

Payments and Fees

You understand that use of the Services may result in charges to You for reserving a parking spot, for reserving but not using a parking spot, and for using the Application (“**Charges**”). We will receive and/or enable Your payment of the applicable Charges for services obtained through Your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, processing fees, or a convenience fee for use of the Application in relation to the Services. The convenience fee will be assessed on a per-transaction basis for use of the Application and disclosed to You at the time of the transaction.

All Charges and payments will be enabled by the Companies using the preferred payment provided by You, after which You will receive a receipt by text and/or email. You represent and

warrant that You are authorized to use the payment method provided by You and that the payment information is accurate. If the payment method provided by You is determined to be expired, invalid or otherwise not able to be charged, Your request to use the Services will be declined and You will be notified by text and/or email. **Charges paid by You are final and non-refundable, including but not limited to Services that You reserve or prepay for that You do not utilize, unless otherwise determined by the Companies.**

You understand that should your parking session expire while You are still using a parking spot, all penalties and costs for parking without payment applicable to the parking location will apply. This includes but is not limited to parking violations and related late fees for non-payment. As between You and the Companies, the Companies reserve the right to establish, remove and/or revise Charges for any or all services obtained through the use of the Services at any time in our sole discretion. We will use reasonable efforts to inform You of Charges that may apply, provided that You will be responsible for Charges incurred by You regardless of Your awareness of such Charges or the amounts thereof. We may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and You agree that such promotional offers and discounts, unless also made available to You, shall have no bearing on Your use of the Services or the Charges applied to You.

In certain cases, with respect to third party providers, Charges You incur will be owed directly to third party providers, and payment of the Charges to the Companies shall be considered the same as payment made directly by You to the third party provider.

Communications

By accepting these Terms of Use, You expressly consent to Interstate Parking, either directly or through third parties acting on Interstate Parking's behalf, to communicate with You via your mobile device and by email. This includes sending informational texts such as messages that your parking session is about to expire, Your parking session receipt, notices regarding parking facilities used by You, or marketing and promotional messages, including SMS, MMS, or text messages and calls made using an automatic telephone dialing system or by pre-recorded or artificial message related to the Services. Such messages may be made to any telephone number that You provide to Interstate Parking. Accepting this consent is not required to obtain any Services. You also consent to Interstate Parking communicating by e-mail to the email address provided by You in relation to the use of the Website or Services.

Short Code Texting. Interstate Parking also offers the ability to communicate or pay by text using "short code" texting ("**SMS Service**") where You may text the Interstate Parking using a code posted at one of Interstate Parking's parking facilities. By texting a keyword to 94201, You consent to receive one or more automated text messages at the phone number from which You texted. Message and Data Rates may apply.

Interstate Parking will not be liable for any delays in the receipt of any communication (including SMS messages) as delivery is subject to effective transmission from Your mobile service operator. THE COMMUNICATION (INCLUDING SMS SERVICE) IS PROVIDED ON AN "AS IS" BASIS, AND INTERSTATE PARKING MAKES NO WARRANTY,

EXPRESS OR IMPLIED, AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED.

Data obtained from You in connection with this SMS Service may include Your cell phone number, Your carrier's name, and the date, time and content of your messages, as well as other information that You provide. Interstate Parking may use this information to contact You regarding informational texts, such as messages that your parking session is about to expire, Your parking session receipt, notices regarding parking facilities used by You, or marketing and promotional messages. By subscribing, You consent to receive up to four text messages per month utilizing the SMS Service. By subscribing or otherwise using the SMS Service, You acknowledge and agree that Interstate Parking will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.

To cancel Your SMS Service, text STOP to 94201 in reply to a text message You receive. You may receive a subsequent message confirming Your opt-out request.

T-Mobile® is not liable for delayed or undelivered messages. United States Participating Carriers Include: AT&T®, T-Mobile®, Verizon Wireless®, Sprint®, Boost®, U.S. Cellular®, MetroPCS®, InterOp®, Cellcom®, C Spire Wireless®, Cricket®, Virgin Mobile® and others.

The SMS Service is only available to residents of the United States. You understand and acknowledge that You may not sign up for, access, or attempt to access or use the SMS Service from countries outside of the U.S. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a national destination or person prohibited under such laws.

For questions or support relative to the SMS Service, You can contact Inflow, Inc. at support@inflowsystems.com at any time. Or from Your mobile phone, send a text message with the word "HELP" to 94201. You may also call Interstate Parking's support line at info@interstateparking.com or (414) 431-6555.

Accessing the Website and Account Security

Interstate Parking reserves the right to withdraw or amend the Website, and any service or material Interstate Parking provides on the Website, in its sole discretion without notice. Interstate Parking will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, Interstate Parking may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for You to have access to the Website.
- Ensuring that all persons who access the Website through Your internet connection or systems are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, You may be asked to provide certain registration details or other information, including, but not limited to, Your personal information as defined by the DPPA. It is a condition of Your use of the Website that all the information You provide on the Website is correct, current, and complete. You agree that all information You provide to register with the Website is governed by our *Privacy Policy* (accessible at <https://www.inflowsystems.com/contact/privacy>) and these Terms of Use, and You consent to all actions Interstate Parking takes with respect to Your information consistent with our Privacy Policy and these Terms of Use.

If You choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account (“**Account**”) is personal to You and agree not to provide any other person with access to the Website or portions of it using Your user name, password, or other security information. You agree to notify Interstate Parking immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

Interstate Parking has the right to disable any user name, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Use.

Governing Law and Jurisdiction

All matters relating to the Website, Application, the Services, and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Notwithstanding the foregoing, if the circumstances underlying the dispute or claim occurred in California, You can choose to arbitrate the dispute or claim in California under the substantive law of California.

Any legal suit, action, or proceeding that is non-arbitrable (see below) arising out of, or related to, these Terms of Use or the Website or Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin, in each case located in the City of Milwaukee and County of Milwaukee, although we retain the right to bring any suit, action, or proceeding against You for breach of these Terms of Use in Your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

Dispute Resolution by Binding Individual Arbitration and Class Action Waiver

Limitation of Legal Remedies; Arbitration.

This Dispute Resolution by Binding Individual Arbitration and Class Action Waiver section is referred to in these Terms of Use as the “**Arbitration Agreement.**” YOU AND THE

COMPANIES EACH AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO ARBITRATE ANY AND ALL DISPUTES THROUGH BINDING ARBITRATION PURSUANT ON AN INDIVIDUAL BASIS, WITHOUT CLASS RELIEF, EXCEPT FOR DISPUTES PERTAINING TO THE COMPANIES' INTELLECTUAL PROPERTY RIGHTS AND STATUTORY CLAIMS THAT PURSUANT TO LAW ARE NOT ARBITRABLE AND EXCEPT FOR THE PROCEDURE IDENTIFIED IN THE SECTION "**MASS ARBITRATION PROCEDURES**" BELOW.

The arbitration shall be administered by JAMS under its Comprehensive Arbitration Rules & Procedures and the Expedited Procedures. As detailed below, JAMS Mass Arbitration Procedures and Guidelines will apply if ten (10) or more similar demands for arbitration ("Demands for Arbitration") are filed against the Companies. JAMS Rules are available at www.jamsadr.com. This agreement to arbitrate is intended to be broadly interpreted. It includes claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory ("Claim(s)"). It also includes, but is not limited to, disputes that arose, were asserted, or that involve facts occurring before the existence of this Agreement to Arbitrate or any prior agreement as well as claims that may arise after the termination of this Agreement to Arbitrate. Except as provided in the section below entitled "*Mass Arbitration Procedures*," the arbitrator can award damages and other relief only in favor of the individual claimant, and only to the extent necessary to provide relief warranted by the claimant's individual claim(s). The arbitrator will not be bound by decisions reached in other arbitrations. The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and judgment on the award may be entered in any court with jurisdiction.

If a dispute (suit) qualifies for small claims court, either party may compel resolution of a dispute in small claims or an equivalent court on an individual basis only. **YOU AND THE COMPANIES INTENTIONALLY AND VOLUNTARILY WAIVE RIGHTS TO (1) HAVE A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.**

Notwithstanding the above, the following are to be determined solely and exclusively by the Federal District Court located in the Eastern District of Wisconsin, or a state court in Milwaukee County, Wisconsin, and not by JAMS or any other arbitrator: (1) The scope, validity, effect, and enforceability of this agreement's waiver of class action lawsuits or representative or class-wide arbitration; (2) the arbitrability or the scope, validity, and enforceability of this Agreement to Arbitrate; (3) any disputes regarding which Agreement to Arbitrate applies; (4) any private attorney general claims; and (5) any action to protect intellectual property rights. If a lawsuit is filed to enforce these provisions, the parties agree that the arbitration shall be immediately stayed, by agreement or court order, until the court case is resolved and all appellate review is exhausted. No arbitrator shall have the authority to deny a stay sought by either or both parties pursuant to the preceding sentence. The parties hereby consent to the jurisdiction and venue of the Federal District Courts in the Eastern District of Wisconsin or Wisconsin state court in Milwaukee County and waive any objections thereto.

If the party initiating the arbitration is represented by an attorney, the arbitration demand must also be signed by both the claimant and the attorney. By signing the arbitration demand, the

attorney certifies to the best of their information, knowledge, and belief, formed after a reasonable inquiry, that: (1) the arbitration demand is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims or other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after reasonable opportunity for further investigation or discovery. The arbitrator shall be authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 against any represented party and their counsel. In addition, the provisions of Federal Rule of Civil Procedure 68 (cost-shifting) shall apply and be enforced by the arbitrator after entry of an award.

Opt-out of Arbitration.

You may elect to exclude yourself from the Arbitration Agreement by sending a timely email (an “**Opt-Out Notice**”) to Interstate Parking, LLC at legal@interstateparking.com. The Opt-Out Notice must include (1) Your first and last name; (2) Your postal mailing address; (3) Your phone number; (4) Your email address; (5) Your Account number, if any; and (6) a clear statement that You do not wish to resolve disputes with the Companies through arbitration. The Opt-Out Notice must be received within the later of either (a) thirty (30) days after the start of the Services relating to the Dispute or (b) thirty (30) days after the Effective Date of these Terms of Use. The Opt-Out Notice will be effective only if you send it yourself, on an individual basis, and opt out notices from any third-party purporting to act on your behalf will have no effect on your or the Companies’ rights. You must submit a separate Opt-Out Notice for each of Your Services. All other terms of these Terms of Use will continue to apply to Your access to, purchase, and use of the Services, including the requirement to participate in informal dispute resolution, the Class Action Waiver, and the Governing Law sections, herein.

Informal Dispute Resolution.

Before filing an arbitration, you and the Companies will try in good faith to resolve any dispute informally. To start the dispute process, you must send an individualized written notice by email (the “**Notice of Dispute**”) to Interstate Parking, LLC at legal@interstateparking.com. The Notice of Dispute must include (1) Your first and last name; (2) Your postal mailing address; (3) Your phone number; (4) Your email address; (5) Your Account number, if any; and (6) a description of the dispute and how you’d like it resolved. If the Companies have a dispute with you, they will send a Notice of Dispute with the same information to the email address or postal mailing address for your account. The Notice of Dispute must be signed by the party initiating the dispute (*i.e.*, either you personally or a representative of the Companies). Once a complete Notice of Dispute has been received, the recipient has sixty (60) days to investigate the claims. If either side requests a settlement conference during this period, then you and the Companies must cooperate to schedule that meeting by phone or videoconference. You and the Companies will personally participate and can each bring counsel, but the conference must be individualized, even if the same firm(s) represent multiple parties. For the claims in the Notice of Dispute, any statute of limitations will be tolled from the date the notice is received until the later of (i) sixty (60) days, or (ii) after a timely requested settlement conference is completed (the “**Informal**

Resolution Period”). An arbitration cannot be filed until the Informal Resolution Period has ended, and a court can enjoin the filing or prosecution of an arbitration in breach of this Section.

Mass Arbitration Procedures.

To ensure efficient resolution, if, within a 90-day period (or within any reasonable time period once it becomes clear that the same or coordinated counsel are filing arbitrations raising similar claims), ten (10) or more claimants file similar Demands for Arbitration and are represented by the same or coordinated counsel, the disputes must be arbitrated in batches of up to 100 claimants each (the “**Batched Arbitrations**”). For the purpose of the preceding sentence, Demands for Arbitration will be similar if they are filed within a contemporaneous timeframe and assert similar claims, regardless of whether the Demands are filed by the same law firm or law firms acting in coordination.

JAMS Mass Arbitration Procedures and Guidelines, which can be obtained from JAMS or by visiting its website (<https://www.jamsadr.com/mass-arbitration-procedures>), will apply to the Batched Arbitrations. JAMS will thereafter provide for the resolution of each Batch as a single consolidated arbitration with a single arbitrator appointed by JAMS, one set of Arbitration Fees, and one hearing (if any) per Batch to be held by videoconference (or in a place decided by the arbitrator). JAMS will administer all batches concurrently, to the extent possible. The parties will cooperate in good faith to implement this process and minimize the time and costs of arbitration. Any challenges to administrative determinations by JAMS will be heard by a single process arbitrator. If this Section is deemed unenforceable as to a particular claimant or Batch, then it will be severed as to that claimant or Batch, and those parties will arbitrate in individual proceedings.

Arbitration Location and Procedure.

Either party has the right to waive an oral hearing and to submit the dispute to the arbitrator for an award based on written submissions and other evidence. The parties further agree that if an oral hearing is not waived by either party, the hearing will occur via Zoom or other remote video conferencing platform, unless the dispute involves a non-U.S. resident. Non-U.S. residents and the Companies agree that any disputes between them will be heard via an oral hearing held in Milwaukee County, Wisconsin, to the extent permitted by law. The arbitrator shall issue a reasoned decision within the timeframe specified in the applicable JAMS rules. No individual arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF

YOU AND THE COMPANIES AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE COMPANIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON’S OR PARTY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A

CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. THE FOREGOING SENTENCE DOES NOT APPLY TO BATCHED ARBITRATIONS DESCRIBED ABOVE. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

JURY TRIAL WAIVER

YOU AND THE COMPANIES EACH VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESOLVING ANY DISPUTE BETWEEN US.

Improperly Commenced Arbitration

If either party believes that the other has initiated an arbitration in violation of this Arbitration Agreement, if such an arbitration is threatened, or if either party has reason to believe an improperly commenced arbitration is imminent, the party against whom the arbitration has been or will be initiated may seek an order from a court of competent jurisdiction enjoining the arbitration from being filed or continued and awarding its fees and costs, including reasonable attorneys' fees, incurred in connection with seeking the order. Alternatively, the party against whom the arbitration has been or will be initiated may file an action seeking a declaratory judgment that the arbitration violates the Arbitration Agreement and awarding its fees and costs, including reasonable attorneys' fees, incurred in connection with prosecuting the action.

Severability.

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the subsections above titled "Mass Arbitration Procedures" or "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, and the parties agree that all disputes will be heard on a class basis in the state or federal courts in Milwaukee, Wisconsin. The remainder of the Terms of Use will continue to apply.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Companies, their licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit You to use the Website for Your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly

perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to Your accessing and viewing those materials.
- You may store files that are automatically cached by Your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for Your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, You may download a single copy to Your computer or mobile device solely for Your own personal, non-commercial use, provided You agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If You print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, Your right to use the Website will stop immediately and You must, at our option, return or destroy any copies of the materials You have made. No right, title, or interest in or to the Website or any content on the Website is transferred to You, and all rights not expressly granted are reserved by the Companies. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks.

The Companies' name, the Companies' logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Companies or their affiliates or licensors. You must not use such marks without the prior written permission of the Companies. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

Prohibited Uses.

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Companies, an employee of the Companies, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Companies or users of the Website, or expose them to liability.

Additionally, You agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Companies, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Companies. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on the Website is subject to our Privacy Policy (accessible at <https://www.inflowsystems.com/contact/privacy>). By using the Website, You consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy.

Linking to the Website

You may link to our homepage, 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 without our express written consent.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for Your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third-party websites linked to the Website, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the State of Wisconsin in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to

the Website may not be legal by certain persons or in certain countries. If You access the Website from outside the United States, You do so on Your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANIES NOR ANY PERSON ASSOCIATED WITH THE COMPANIES MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANIES NOR ANYONE ASSOCIATED WITH THE COMPANIES REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANIES OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANIES, THEIR AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, THAT EXCEED THE AMOUNT YOU HAVE PAID TO THE COMPANIES FOR THE APPLICABLE SERVICE IN THE LAST TWELVE (12) MONTHS OUT OF WHICH LIABILITY AROSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Personal Injury or Death

You acknowledge that motor vehicle accidents can be dangerous and that collision with other motor vehicles or with other objects can cause injury or death to You or a third party. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER THE COMPANIES NOR ANY OF ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, PARTNERS, LICENSEES, OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE DESTRUCTION OR LOSS OF PROPERTY, PERSONAL INJURY OR DEATH RELATED IN ANY WAY TO THE USE OF THE SERVICES.

Indemnification

You agree to defend, indemnify, and hold harmless the Companies, their affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (a) Your violation of these Terms of Use or Your use of the Website or Services, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or Your use of any information

obtained from the Website; and (b) Your use or reliance on, or publication, communication or distribution of anything on or from the Website.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE WEBSITE, THE APPLICATION, OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Companies of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Companies to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. However, the subsection titled “Severability” in the section titled “Dispute Resolution by Binding Individual Arbitration and Class Action Waiver” controls the terms of the “Dispute Resolution by Binding Individual Arbitration and Class Action Waiver” and Arbitration Agreement.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between You and the Companies regarding the Website and Application and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website and Application.

Your Comments and Concerns

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@interstateparking.com.