



GENERAL TERMS AND CONDITIONS

FOR PARKINGPAY USERS

12.2022

1. Introduction

Digitalparking AG (hereinafter referred to as "Digitalparking") offers services under the name "Parkingpay" which enable registered and non-registered users (natural or legal persons, hereinafter referred to as "users") to use appropriately equipped parking spaces.

Digitalparking is authorised by the operators of car parks connected to the Parkingpay system (municipalities, cities, operators of multi-storey car parks, etc., hereinafter referred to as "operators") to collect and bill users on their behalf for the fees incurred without the use of cash.

Billing takes place for registered users via a Parkingpay account or for non-registered users directly to the selected means of payment. In the case of registered users, the personal Parkingpay account, which is created during initial registration, can be accessed online at any time.

By using parking spaces with the Parkingpay system, users authorise Digitalparking to charge the parking fee incurred at the applicable rates to their Parkingpay account or directly to the means of payment.

Users undertake to pay the parking fees charged by the selected method of payment. The Parkingpay functions can only be used if users are not in default of payment.

2. Registration and cancellation of a Parkingpay account

Users must register once via the Internet, stating their personal details, chosen method of payment and at least one vehicle. They must also agree to these General Terms and Conditions (hereinafter referred to as "GTC") and the separate data privacy statement. Registration is free of charge. There is no right to registration.

Both the user and Digitalparking may cancel a Parkingpay account at any time without notice.



Digitalparking is also entitled to block the account at any time, if

- the user violates the GTC or applicable law,
- a direct debit cannot be made,
- the user is in default of payment,
- the user has provided false information, or
- improper use is suspected.

If the Parkingpay account is cancelled, any remaining credit balance will be transferred to the user. Any remaining debit balance is payable by the user within 30 days.

3. Contract of use

By agreeing to the GTC during registration or at the time of use without registration, users enter into a contract with Digitalparking on this basis.

Users have neither a right of withdrawal nor a right to return the purchased service.

4. Registered users' obligation to provide information

Registered users undertake to make changes to their personal and contractual data in their account immediately. This obligation refers in particular to any change of billing address, payment method, vehicle registration numbers and cards.

If a user does not comply with their obligation to provide information, Digitalparking is entitled to charge that user for the additional expenses incurred. If a user fails to disclose a change of address and therefore does not receive legally relevant declarations sent by Digitalparking to that user's last known address, the declarations shall nevertheless be deemed to have been received.

5. Registered users' duty of care

The personal login and password specified by users, which can be changed by users at any time, must be kept strictly confidential. The login and password are required by users to view their personal Parkingpay account and must be changed from time to time. If users discover unauthorised/improper debits to their Parkingpay account, they are obliged to change the password to the account immediately and to delete the cards concerned in this account or to inform Digitalparking immediately so that their Parkingpay account can be blocked. The same applies in case of the loss or theft of a registered card.



In the event of misuse by third parties, users will not be liable for any damages incurred following receipt of the notification by Digitalparking.

6. Fees

Base functions

For the use of the paid parking spaces, the user is charged the parking fees according to the parking operator's tariffs. If expressly indicated in the app, a surcharge for Parkingpay base functions is charged at certain operators.

Additional functions

For the use of the additional functions, surcharges and costs are levied according to the rates published on parkingpay.ch.

The user will be clearly informed of these surcharges in the Parkingpay app before and after activation of the corresponding additional function.

Communication

Any communication costs (Internet and mobile phone fees) incurred in the use of the Parkingpay functions must be borne by the user.

7. Outstanding payments

If outstanding amounts are not paid on time or if a debit is rejected or revoked (LSV+ or DebitDirect), the corresponding Parkingpay account, resp. the means of payment, will be blocked immediately until the accrued fees have been paid.

8. Failure or incorrect use of the system

If users are unable to start a parking procedure when using the "Park with smartphone" function, they are obliged to pay the parking fee at a parking meter in the conventional way. If there is no parking meter, users are not allowed to park. The parking procedure is considered to have started if the Parkingpay system expressly confirms this.

If users want to stop the parking procedure during the start/stop mode and the Parkingpay system is not available, users must contact the Parkingpay Helpdesk (0848 330 555) immediately so that the parking procedure can be stopped manually.



9. Parking fines

If users receive a parking fine which they wish to contest, they must contact the office listed on the relevant receipt.

If it can be proven that a correct parking procedure with the Parkingpay system took place, Digitalparking will confirm this to the appropriate authority, providing documentary evidence. The competent authority is solely responsible for deciding on the cancellation of any parking fine. Digitalparking is in no case liable for parking fines.

Maximum parking times and payment restrictions apply in each case, even when using the Parkingpay system. When the maximum parking time is reached, the parking procedure is automatically terminated.

At the end of each parking procedure, the vehicle must leave the parking; if this is not the case and a new parking procedure is started, a parking fine must be expected despite the valid parking procedure. This does not apply to parking spaces where additional payment is permitted in accordance with the applicable regulations.

10. Liability

Digitalparking is liable by law for damage that is demonstrably caused by intent, gross negligence or the culpable violation of material contract obligations on the part of Digitalparking.

Digitalparking assumes no responsibility or liability for the constant availability of the Parkingpay functions, in particular with regard to the availability of mobile radio networks and the operability of mobile terminals.

If the Parkingpay system is not available, Digitalparking cannot be held responsible for the resulting costs, such as parking fines, towing charges, etc.

Digitalparking accepts no liability for faulty or failure to complete parking procedures. Digitalparking cannot guarantee that reminder messages (SMS, push, etc.) for an ongoing parking procedure will always be delivered on time.

11. Amendments or additions to these terms and conditions

Digitalparking reserves the right to change the GTC at any time and without stating reasons. Amendments or additions will be notified to users in writing or by e-mail.



Newly received GTC are deemed approved if Parkingpay users do not declare their objection in writing within one month.

If a provision of these GTC is ineffective, the remaining provisions remain unaffected. The ineffective provision shall be deemed replaced by one that comes closest to the meaning and purpose of the ineffective provision in a legally effective manner. The same applies to any loopholes.

Side agreements are not valid.

12. Applicable law and place of jurisdiction

The contractual relationship is subject to Swiss law. The place of jurisdiction is Schlieren.