

1. Definitions

Subscription:

An agreement concluded between Interparking, as the owner, operator or manager of the Parking Facility, and the Subscription Holder, in accordance with the conditions described in article 3 of these Terms and Conditions, entailing a subscription to park a Motor Vehicle in the Parking Facility during an agreed period of time and on the agreed terms and conditions.

Subscription Holder:

A person who holds a Subscription.

Subscription Fee:

The amount agreed on in the Subscription that the Subscription Holder owes for the subscription right and the use of the Parking Facility.

Resident Subscription:

A Subscription whereby the Subscription Holder is a resident of a specific residential or other building for whom one or more parking spaces is/are available in the Parking Facility.

Interparking:

Interparking Nederland B.V., or its subsidiary Parking & Protection B.V., both with their registered office at Beursplein 37, 3011 AA Rotterdam, in the capacity of owner, operator and/or manager of the Parking Facility.

Motor Vehicle:

A motor vehicle as defined in the Road Traffic Act 1994.

Parking Facility:

The parking facility or car park which is intended for the parking of Motor Vehicles, with related sites and spaces.

Visitor:

The owner, user, registration holder and/or passenger of a Motor Vehicle who brings and/or has brought this Motor Vehicle into the Parking Facility and/or who has gained access to the Parking Facility or is authorised to do so on the basis of a Subscription. The Visitor may also be a Subscription Holder.

Parking Fee:

The amount owed for the use of the Parking Facility outside the hours agreed between Subscription Holder and Interparking, which amount is calculated according to the tariffs set by Interparking and listed at the entrance to the Parking Facility and/or on the payment terminal and/or on the Website.

In Writing:

By letter or by email, whereby the only valid email address for Interparking is abo@interparking.nl.

Access Pass:

The means designated by or on behalf of Interparking, such as a parking ticket or key, which gives the Visitor access to the Parking Facility and which Interparking can use to determine the time of entry into and the time of exit from the Parking Facility.

Terms and Conditions:

These general terms and conditions for a Subscription.

Website:

The internet website operated by Interparking or a third party where a Subscription can be taken out and/or where information on the particular Parking Facility is available.

2. Applicability of the Terms and Conditions

- 2.1. These Terms and Conditions apply to every Subscription between Interparking and a Subscription Holder. Access to the Parking Facility is granted exclusively subject to these Terms and Conditions.
- 2.2. These Terms and Conditions are valid from 1 June 2019 and replace all previous general terms and conditions relating to Subscriptions.
- 2.3. The Subscription Holder undertakes to bind the Visitor to the provisions of these Terms and Conditions and is responsible and liable vis-à-vis Interparking for the Visitor's proper compliance with the provisions of these Terms and Conditions.

3. Subscription, term, cancellation

- 3.1. A Subscription between Interparking and the Subscription Holder is concluded via the Website and is effected on the conditions precedent listed in article 3.6 and, if applicable, article 12.1 of these Terms and Conditions. Interparking sends

a confirmation of the Subscription to the Subscription Holder by email. A random parking space in the Parking Facility will be made available to the Subscription Holder.

- 3.2. The Subscription Holder may revoke a Subscription within fourteen calendar days of concluding it without having to give any reason. Revocation is not subject to any prescribed form and takes place by an unambiguous statement to this effect from the Subscription Holder to Interparking, for instance by telephone or email.
 - 3.3. At the Subscription Holder's explicit request, Interparking will already start performing its services during the statutory reflection period of fourteen calendar days. If the Subscription Holder and/or the Visitor exercise(s) the right of revocation during this statutory reflection period, the Subscription Holder will owe Interparking the administration fee and a proportionate part of the Subscription Fee.
 - 3.4. Subscriptions take effect on the 1st or 15th day of a calendar month and are concluded for an indefinite period. The first possible effective date is automatically indicated in the order process, taking into account a processing period of five business days after the conclusion of the Subscription.
 - 3.5. Either party is entitled to cancel the Subscription In Writing with due observance of a notice period of one calendar month, taking effect from the last day of a calendar month and no earlier than from a date three months after the effective date of the Subscription.
 - 3.6. A Subscription is effected on the conditions precedent that i) a suitable parking space is available in the Parking Facility and ii) full payment is received within the specified time of both (a) the administration fee and (b) prepayment of the Subscription Fee for one month as referred to in article 4.1 and, if applicable, iii) the provision of the documents listed in article 12.1 of these Terms and Conditions.
 - 3.7. The administration fee is EUR 35 per Subscription.
 - 3.8. Once the Subscription has been effected, Interparking will provide the Subscription Holder with the Access Pass needed to be able and be authorised to use the Parking Facility. The Access Pass will be activated within one business day after the conditions precedent set out in article 3.6 have been fulfilled. The Subscription Holder will be notified by email of the activation and how the Access Pass will be made available. The Access Pass remains the property of Interparking. If the Access Pass is lost or mislaid, the Subscription Holder and the Visitor are required to report this to Interparking without delay. The Subscription Holder will owe a fee equal to the administration fee specified in article 3.7 to enable Interparking to issue a new Access Pass.
 - 3.9. The Access Pass must be returned to Interparking no later than on the last day of the Subscription. If the Subscription Holder fails to do so, the Subscription Holder will owe an immediately due and payable fine of EUR 25 per day, up to a maximum of EUR 2,000, without any notice of default being required and without prejudice to Interparking's right to claim performance and (additional) compensation. The foregoing does not apply if the Subscription Holder has notified Interparking In Writing that the Access Pass was lost or mislaid. In that case, the Subscription Holder will owe a fee equal to the administration fee specified in article 3.7.
- ## 4. Subscription Fee, tariff changes, Parking Fee
- 4.1. The Subscription Holder owes the Subscription Fee for the term of the Subscription on a monthly basis. The Subscription Fee must be paid in advance and must be paid before the commencement of the period of the particular month.
 - 4.2. The first payment of the Subscription Fee and the one-off administration fee need to be paid before the first day the Subscription takes effect (the 1st or the 15th). The first payment of the Subscription Fee will be calculated on a pro rata basis if the Subscription commences on the 15th of the month.
 - 4.3. All Subscription amounts are exclusive of VAT unless stated otherwise.
 - 4.4. In the event that the Visitor has parked in the Parking Facility outside the hours agreed in the Subscription, the Parking Fee due from the Subscription Holder must be paid before leaving the Parking Facility or, in the same way as and simultaneously with the Subscription Fee, depending on the Parking Facility.
 - 4.5. In the event of any intended tariff changes, Interparking will inform the Subscription Holder accordingly In Writing at least one calendar month before the first day on which the new tariff

applies. Interparking may adjust the tariff even if the Subscription has been entered into only recently. Should the Subscription Holder not agree to the tariff change, the Subscription Holder may terminate the Subscription In Writing within two weeks after the tariff change has been announced, with effect from the date on which the announced tariff change will become effective.

5. Non-payment/Untimely payment

- 5.1. If the Subscription Fee or any other charges arising from the Subscription or the Parking Fee is not paid on time, Interparking will be entitled to refuse to allow the Visitor and the Subscription Holder access to the Parking Facility until the date of payment in full, without prejudice to any other of Interparking's rights arising from non-payment.
- 5.2. If the Subscription Fee is not paid on time, the Subscription Holder will owe an immediately due and payable fine of 1% of the unpaid Subscription Fee per month or part of a month that the Subscription Holder fails to pay the Subscription Fee, without prejudice to Interparking's right to performance and (additional) compensation.
- 5.3. If, in the event of non-payment by the Subscription Holder, Interparking takes collection measures, the extra-judicial costs of collection will be determined in advance at 15% of the unpaid principal, but at a minimum sum of EUR 250. Payments made by the Subscription Holder after having been demanded or summoned to pay, will first of all be applied towards payment of the abovementioned costs and statutory interest due, even if the Subscription Holder has stated upon payment that the money is intended for something else.

6. Access to the Parking Facility

- 6.1. The Visitor is only authorised to access the Parking Facility with a Motor Vehicle if the Visitor is in possession of a valid Access Pass provided by Interparking.
- 6.2. The Visitor may only use the Parking Facility for parking a Motor Vehicle.
- 6.3. The Visitor may only drive a Motor Vehicle into and out of the Parking Facility during the opening hours specified at the Parking Facility and/or on the Website or at other times as agreed.
- 6.4. The Subscription Holder will owe the Parking Fee for parking outside the agreed hours.
- 6.5. The Parking Facility only allows Motor Vehicles without trailers and with a maximum length of 5.00 meter. Motor Vehicles may not be higher than the height indicated at the entrance of the Parking Facility. The maximum speed inside the Parking Facility is 10 km/h.
- 6.6. Interparking has the right to refuse access to certain Motor Vehicles if Interparking deems such refusal necessary, in reasonableness and fairness. Such refusal will occur in particular if Interparking knows or suspects that the Motor Vehicle may cause damage, in the broadest sense.

7. Regulations for Use

- 7.1. The Visitor enters and uses the Parking Facility at his/her own risk. The Visitor must at all times exercise due caution, especially in relation to the ceiling clearance of the Parking Facility outside the driving lanes. The Visitor is required to follow any instructions from Interparking and its designated personnel.
- 7.2. While at the site of the Parking Facility, the Visitor must adhere to the stipulations of the Road Traffic Act, the further regulations stipulated pursuant to this law, the Road Traffic and Traffic Signals Regulations and their appendices, as well as any further rules pursuant to company regulations.
- 7.3. The following is prohibited:
 - a. using the Parking Facility for purposes other than parking;
 - b. offering, selling, hiring out or handing out goods or services in, on or near the Parking Facility;
 - c. bringing or having explosive, flammable or otherwise hazardous and/or harmful substances in the Parking Facility, with the exception of motor fuels in the Motor Vehicle's fuel reservoir;
 - d. to have or affix advertisements and/or other signs in or to the Parking Facility;
 - e. performing repairs to the Motor Vehicle or performing other work or having such repairs or work performed in the Parking Facility, unless explicit permission for this has been granted by or on behalf of Interparking;

- f. remaining in the Motor Vehicle longer than is necessary to park the particular Motor Vehicle;
- g. to park in a parking space that is clearly intended for a specific Motor Vehicle or type of Motor Vehicle (such as a parking space for a specific licence plate, a parking space for the disabled, a parking space with an electric charging station or a parking space for a car or motorcycle) with any vehicle other than a Motor Vehicle that is specifically intended for that space;
- h. leave the Parking Facility by passing through the barrier immediately behind another Motor Vehicle without allowing the barrier to close between the Motor Vehicles.

If the Visitor violates any of the above provisions of this article 7.3 under a to and including h, Interparking may i) refuse the Visitor and/or the Subscription Holder access to the Parking Facility and/or ii) terminate the Subscription by giving notice with immediate effect, without prejudice to any other of Interparking's rights arising from such non-compliance.

- 7.4. Interparking has the right, if Interparking deems this necessary, to move Motor Vehicles within the Parking Facility and/or remove any Motor Vehicle from the Parking Facility (or have it moved or removed), without this resulting in any liability on the part of Interparking. Interparking will observe reasonableness and due care in assessing the need to move or remove a Motor Vehicle.
- 7.5. If the Parking Facility has electrical charging facilities for Motor Vehicles, the Visitor may avail him/herself of this service, if available, if he/she has a Motor Vehicle suitable for this and an appropriate related charging card. Interparking in no way guarantees the availability or usability of such a charging station. Interparking is never liable for any damage resulting from the use of the charging station. An electric Motor Vehicle may only be parked in a parking space with an electric charging station during the time when the Motor Vehicle is effectively connected to the charging station. Interparking has the right to charge an additional tariff for the time during which the Motor Vehicle is connected to the charging station and remains parked in the parking space after the Motor Vehicle is fully charged. These tariffs are listed on the Website and/or at the Parking Facility.

8. Non-compliance

- 8.1. If the Subscription Holder and/or the Visitor fails to comply with any obligation which he/she has pursuant to the law, local by-laws, regulations and customs, the Subscription concluded with them or these Terms and Conditions, the Subscription Holder is required to compensate Interparking for all damage suffered and to be suffered by Interparking.
- 8.2. If Interparking is forced to issue the Subscription Holder and/or the Visitor with a demand, a notice of default or other writ or in the event of proceedings against the Subscription Holder, the Subscription Holder will be required to compensate Interparking for all the costs incurred for this, including the costs of legal assistance, both at law and otherwise.
- 8.3. Interparking is at all times entitled to keep the Motor Vehicle in its possession and suspend the obligation to release it as long as any claim it has against the Subscription Holder, either on grounds of the Subscription or on other grounds, has not been paid.
- 8.4. If the Visitor has left a Motor Vehicle in the Parking Facility and, despite a request or demand In Writing from Interparking, refuses to remove this Motor Vehicle within fourteen days after the request In Writing, Interparking will be entitled to have the Motor Vehicle removed from the Parking Facility. If the Visitor has not collected the Motor Vehicle within three months after the request In Writing, Interparking has the right to sell or destroy the Motor Vehicle. In that case, Interparking is only required to pay the Visitor the sales proceeds, if any, less the Subscription Fee and the costs owed in connection with the removal and temporary storage of the Motor Vehicle and other costs payable by the Subscription Holder and the Visitor. If the Subscription Fee and the costs in connection with the removal and temporary storage of the Motor Vehicle exceed the proceeds, if any, received for the Motor Vehicle, the Visitor are jointly and severally liable to pay all these costs to Interparking.

9. Liability

- 9.1. The Subscription does not include any surveillance. Interparking excludes any liability for, inter alia, damage, theft and loss to/of the Motor Vehicle and other property of the

- Subscription Holder, the Visitor or passengers of the Motor Vehicle, as well as in relation to physical injury caused directly or indirectly by or as a result of the use of the Parking Facility, unless there was intent or gross negligence on the part of Interparking. Interparking may only be held liable for damage if it is notified of this damage In Writing or by means of the complaints form (www.interparking.nl) within two weeks after the damage is caused. Pursuant to the General Data Protection Regulation certain data may only be stored for a limited period of time. It is partly for this reason that complaints lodged after this time limit will no longer be processed.
- 9.2. Interparking is not required to compensate any damage if there is a situation of force majeure. Force majeure is in any event understood to be a circumstance independent of the will of Interparking as a result of which the Subscription Holder cannot reasonably expect Interparking to comply with its obligations under the Subscription. This in any event includes work strikes, fire, storms, floods, government measures, business interruption as well as failure by third parties to perform.
- 10. Privacy, personal data**
- 10.1. Interparking is responsible for ensuring that it processes personal data in accordance with the General Data Protection Regulation and related laws and regulations. The Website (<https://www.interparking.nl/nl-NL/Privacy/>) clearly states what personal data are processed by Interparking and what data processing safeguards Interparking observes.
- 10.2. Video recording takes place in the Parking Facility, inter alia at the entrance and exit and near the payment terminals, to combat criminal offences and violations. Footage is erased at the latest on expiry of the maximum statutory retention period, provided that the Parking Fee has been paid and no criminal offences or violations have been recorded. Footage may be submitted to the authorities charged with combating criminal offences and violations in the Parking Facility.
- 10.3. Use of the Parking Facility may involve licence plate recognition and registration. In that case, the PMS records the Motor Vehicle's registration plate upon entering and exiting. The licence plate may be registered, inter alia, to be able to locate Motor Vehicles, to give them automatic access and to combat criminal offences and other violations. After the Motor Vehicle has left the Parking Facility the licence plate number will at the latest be deleted within the maximum statutory retention period, if the Parking Fee has been paid and no criminal violations or offences were recorded with regard to that licence plate. Vehicle registration data may be submitted to the authorities charged with combating criminal offences and other violations in the Parking Facility.
- 11. Other stipulations**
- 11.1. The Subscription Holder is not permitted to transfer the Subscription or rights arising from the Subscription or to give those rights to use to third parties and/or to the Visitor without the prior permission, In Writing, of Interparking. The Subscription is only applicable for the Motor Vehicle indicated upon taking out the Subscription.
- 11.2. At Interparking's first request, the Subscription Holder must inform Interparking which Visitor uses which Access Pass.
- 11.3. Agreements made by Interparking employees do not bind Interparking unless such agreements have been confirmed In Writing by an authorised representative of Interparking.
- 11.4. Interparking has the right to unilaterally amend these Terms and Conditions. Changes will take effect four weeks after the announcement or at a later date if stated in the announcement. Should the Subscription Holder not agree to a change, the Subscription Holder may terminate the Subscription In Writing by giving notice within two weeks after the change has been announced by Interparking, with effect from the date on which the change takes effect.
- 11.5. To the extent that any article is void, voidable or not applicable (either wholly or in part), this article must be converted into a valid article that does as much justice as possible to the purport of the void, voidable or inapplicable article.
- 11.6. The Subscription and the Terms and Conditions are governed by Dutch law. The court in Rotterdam is exclusively authorised to hear and decide on disputes arising from or relating to the Subscription and/or these Terms and Conditions.
- 11.7. All notices In Writing, including demands, arising under or in connection with the Subscription or these Terms and Conditions must be sent to Interparking.
- 11.8. To the extent that the Subscription Holder is a natural person who is not acting in the practice of a profession or in the operation of a business, articles 3.9 (second sentence), 5.3 (first sentence), 7.5 (third sentence), 8.2, 8.4, 9.1, (second sentence), 11.5 and 11.6 do not apply and the relevant rules from the Dutch Civil Code apply instead.
- 12. Additional provisions for Resident Subscription (G)**
- 12.1. Applications for Resident Subscriptions (G) are only granted if, when applying, the intended Subscription Holder submits proof from the Municipality showing that that person lives in the building for which Resident Subscriptions may be granted. Additionally, some Parking Facilities require a contract of sale or a lease relating to a dwelling in the building for which Resident Subscriptions may be granted. The Website states whether or not such contract must also be submitted.