

# Terms of Use, Rental (Parking Provider)

of ShareP AG ("ShareP" or "Service Provider"), Apfelbaumstrasse 45, 8050 Zurich, Switzerland

August 2025

## 1 Scope

- 1.1 These Terms of Use govern the use of the services of the Service Provider ("Services") by the Customer, including the rental to internal and external natural and legal persons ("Parking Users").
- 1.2 The Services are generally accessible to all natural and legal persons, with the exception of direct competitors of ShareP. Such persons are prohibited from accessing the Services unless ShareP agrees to this in advance in writing.

## 2 Services

### 2.1 General

- 2.1.1 ShareP offers Services for owners, tenants and managers of parking facilities ("Customer"). "Parking Facility" means the entirety of the parking spaces and/or charging stations for electric vehicles of the Customer (including all components and facilities) as specified in the Order Form, which are located at the same address. This term does not include the Parking Infrastructure of ShareP in accordance with section 2.2.
- 2.1.2 A Customer can request Services for several Parking Facilities and combine different Services, i.e. the Customer is free to choose which Services are requested for which Parking Facility. Depending on the Parking Facility and the Parking Infrastructure, the use of some Services may not be possible or only possible to a limited extent.
- 2.1.3 Each order for a Service by the Customer is made via an order form ("Order Form") and is subject to review and acceptance by ShareP.
- 2.1.4 The use of the Services is subject to the conditions set out in the Order Form and these Terms of Use.
- 2.1.5 The use of the ShareP Platform in accordance with section 5 is included in the use of the Services.

## 2.2 Parking Infrastructure

- 2.2.1 In order to provide the Services, ShareP installs the necessary parking infrastructure installations (e.g. IoT modules, ALPR cameras, other devices for parking space management and chargers for electric vehicles; "Parking Infrastructure"), which are purchased by the Customer or made available to him/her for use in accordance with the Order Form.
- 2.2.2 ShareP is responsible for efficient data exchange between the ShareP Platform and the Parking Infrastructure.

## 2.3 Management Service

- The management service enables the Customer to manage its parking facilities via the ShareP platform, in particular
- (a) make them available internally to its employees, guests, etc.
  - (b) grant or deny access to the Parking Facility and to individual parking spaces/charging stations for specific Parking Users,
  - (c) temporarily deactivate a parking space/charging station (if currently not reserved/used), and
  - (d) to obtain an overview of the occupancy of the Parking Facility.

## 2.4 Rental Service (sub-lease)

- 2.4.1 With the rental service, the Customer's Parking Facilities or parts thereof are offered to the Parking Users via sublease by ShareP ("Rental Service").
- 2.4.2 The (sub)lease relationship between the Customer and ShareP is established automatically and only for the duration of the sublease relationship between ShareP and the Parking User.
- 2.4.3 Via the ShareP Platform, the Customer can obtain an overview of the sublease(s) of the Parking Facilities at any time.

2.4.4 The Customer may withdraw individual parking spaces from the ShareP Platform by informing ShareP in writing, subject to a notice period of six (6) months. Should the Customer not respect said notice period, it shall owe ShareP the following liquidated damages: **CHF 750** per (individual) parking space. This amount covers the administrative efforts and the lost commercial opportunity of ShareP and is immediately due and payable.

The withdrawal of (entire) Parking Facilities is not permitted.

2.4.5 In cases of force majeure or technical reasons (construction work, infrastructure maintenance, or access restrictions etc.) that prevent the use of a Parking Facility or individual parking spaces, Customer shall inform ShareP immediately after becoming aware of these circumstances. Provided that the Parking Facility is/parking spaces are made available again on the ShareP Platform as soon as reasonably practicable afterwards, ShareP will generally agree to the withdrawal/waive the liquidated damages set forth above.

2.4.6 Unless otherwise specified in the Order Form, ShareP determines the fee to be paid by the Parking Users. In principle, current market conditions are to be taken into account, whereby dynamic pricing can also be applied. If the fee is determined by the Customer in accordance with the Order Form, he/she shall inform ShareP of any changes at least 7 days before they come into effect by e-mail or via the ShareP Platform.

## 2.5 Repairs ShareP and further Services

2.5.1 If ShareP is informed by the Customer, a Parking User or parking space manager that a Parking Facility/Parking Infrastructure in connection with the ShareP Platform is not functioning properly, ShareP will attempt to troubleshoot/carry out the repair as soon as possible (remote repairs together with the parking space manager if possible).

2.5.2 If the cause lies outside ShareP's area of responsibility (e.g. problems with third-party infrastructure, power supply, internet connection or physical damage), these Services will be charged additionally and on an hourly basis. Up to a scope of four (4) hours per troubleshooting/repair,

ShareP may provide and charge for such Services without the prior consent of the Customer (for reasons of efficiency). If this scope is exceeded and/or parts of the Parking Facility or Parking Infrastructure are to be replaced, the consent of the Customer shall be obtained. Troubleshooting/repairs are documented by ShareP and communicated to the Customer.

2.5.3 ShareP may provide additional Services such as consulting, (technical) support or maintenance for the Customer. Unless otherwise set forth in the Order Form, such Services shall be charged additionally and on an hourly basis.

## 3 Renumeration and invoicing

### 3.1 Renumeration and taxes

3.1.1 Commissions and fees for the Services, change requests and other Services are based on the prices stated in the Order Form. Commissions and fees are always cumulative.

3.1.2 All commissions and fees are additionally subject to any applicable value-added, sales or other taxes, duties or fees imposed on the Services ("Taxes"). The Customer is responsible for payment of all Taxes associated with the use of the Services unless it provides the Service Provider with a valid tax exemption certificate approved by the applicable tax authority. If ShareP becomes liable to pay such taxes, regardless of the reason, the Customer agrees to pay ShareP such amount immediately (if not already paid). Where possible, the parties agree on a reverse charge procedure to simplify the payment of taxes.

### 3.2 Settlement/invoicing/delay

3.2.1 **Settlement period.** Commissions are calculated in settlement periods corresponding to calendar months. Any subscription fee is also due monthly. ShareP shall provide the Customer with a report and an invoice after each settlement period.

3.2.2 **Rental Service.** With the Rental Service, ShareP collects fees for the use of the Parking Facility ("Usage Fee") from the Parking Users and the Customer issues ShareP an invoice for that amount less the agreed commission, based on the numbers provided in ShareP monthly reporting.

- Based on Customer's invoice, ShareP forwards the amount received, less the commissions, subscription fees, remuneration for the installation of the Parking Infrastructure and any other agreed remuneration and taxes ("Net Amount"), to the Customer once a month. The Customer agrees that only Usage Fees received by ShareP and not (partially) refunded will be paid out. Any bank or other charges shall be borne by the Customer.
- 3.2.3 **Payment deadline, reminder.** Invoices shall be paid within 15 days. After expiry of the payment period, the Customer is in default without a reminder. In the event of late payment, ShareP may charge default interest of 5% p.a. from the invoice date until receipt of full payment of the amount due, including accrued interest.
- 4 Further rights and obligations of the parties**
- 4.1 Non-compliant parking**
- 4.1.1 As part of the Rental Service, the Customer grants ShareP the right (i) to exclude a Parking User from a specific use, in particular if he/she violates regulations on the use of the ShareP Platform or Parking Facilities, and/or (ii) to remove the Parking User's vehicle or have it removed by third parties in the event of such violations (at the expense of the Parking User).
- 4.1.2 ShareP is entitled to levy and collect penalties from Parking Users, subtenants and third parties for unauthorized use of the Parking Facilities. The income from the penalty fees is due to ShareP as partial compensation for the effort involved in resolving conflicts. The Customer has no claim to such penalty fees, but his right to assert claims for damages against Parking Users, subtenants and third parties beyond the unauthorized use of the parking lot is not restricted.
- 4.2 Information, utilization**
- 4.2.1 ShareP grants the Customer access to relevant, recorded data such as the utilization of the Parking Facilities and enables the measurement of the energy consumption of the individual charging stations.
- 4.2.2 ShareP is committed to reasonable utilization of the Parking Facilities but cannot give any assurances. This means that registration on the ShareP Platform/use of the Services does not guarantee the rental of Parking Facilities or the conclusion of sublease agreements.
- 4.3 Information, access, maintenance, disruptions, costs Parking Facilities**
- 4.3.1 The Customer shall provide ShareP with correct and accurate information about the Parking Facilities (including components and equipment). In addition, the Customer is responsible for ensuring that such information, in particular images and videos, does not violate any legal provisions or third-party rights (e.g. intellectual property or personal rights).
- 4.3.2 The Customer shall grant ShareP access to the Parking Facilities (including electrical installations) to enable technical inspections and other activities in connection with the performance of this Agreement.
- 4.3.3 The Customer retains full responsibility for the day-to-day management of the parking facilities. This includes, but is not limited to, activities such as cleaning, snow removal and maintenance.
- 4.3.4 Defects/malfunctions in/on the Parking Facilities shall be reported to ShareP immediately and rectified by the Customer as soon as possible (subject to section 2.5.1 f.).
- 4.3.5 Furthermore, ShareP shall provide the Customer with maintenance and/or support Services as required in accordance with section 2.5.3.
- 4.3.6 All operating costs, including but not limited to the costs for electrical energy, shall be borne by the Customer.
- 4.4 Parking Infrastructure**
- 4.4.1 ShareP is responsible for the legal permissibility of the Parking Infrastructure. Obtaining the permits required for the operation of the Parking Infrastructure or making the necessary notifications in this context are the responsibility of the Customer. If elements of a Parking Facility are combined with Parking Infrastructure, the Customer is responsible for the legal admissibility of the "overall combination", but ShareP is obliged to cooperate.
- 4.4.2 The Customer shall use the Parking Infrastructure professionally and in accordance with ShareP's instructions and shall ensure

its electricity and Internet connection in accordance with the technical requirements. In the event of any power outages, measures to restore power must be taken immediately. Service activities on the Parking Infrastructure are not permitted without the prior written consent of ShareP.

4.4.3 Any irregularities concerning the Parking Infrastructure or the ShareP Platform must be reported to ShareP immediately and in writing.

#### 4.5 Approvals, authorizations, etc.

4.5.1 The Customer confirms that it is authorized to use the Services, in particular the Rental Services and associated subleasing, and that it has all the necessary permits for the operation and management of the Parking Facilities (incl. charging stations). The Customer is responsible for the validity of these approvals and authorizations and for making the necessary notifications in this regard.

4.5.2 ShareP is entitled to request from the Customer the documentation required to verify the approvals, authorizations and notifications.

#### 4.6 Login-Information

The Customer shall maintain the confidentiality of the login information for the use of the ShareP Platform and is responsible for the account.

### 5 ShareP Platform

#### 5.1 General

5.1.1 The ShareP software platform is a software application or several software applications of the Service Provider, which is offered as a web application and mobile application ("ShareP Platform"). The functionalities of the web application and the mobile application may differ.

5.1.2 In order to ensure that the ShareP Platform is up-to-date and effective, the Service Provider reserves the right to expand, change or discontinue functionalities at any time.

5.1.3 Security-relevant patches and general updates of the ShareP Platform are included in the remuneration in accordance with section 3. Upgrades and additional

features are subject to a charge and can be ordered separately.

5.1.4 The Customer and the Parking User are prohibited from copying, damaging, manipulating, hacking, impairing, decrypting, reverse engineering, decompiling, circumventing security mechanisms or taking other measures aimed at analyzing or changing the source code or the functionality of the ShareP Platform.

#### 5.2 Property rights

5.2.1 ShareP is and remains the sole owner of the ShareP Platform - including all related products (e.g. written products, computer code, concepts, data, know-how, etc.) and all related property and intellectual property rights worldwide.

5.2.2 Any improvement, development, modification or change of any kind to the ShareP Platform and the Services, including all related products (e.g. written products, computer code, concepts, data, know-how, etc.), which are created, produced, written, edited, changed, conceived or put into practice solely or jointly with the Customer or a third party during the term of the Agreement, as well as all related property and intellectual property rights worldwide, shall be the sole and exclusive property of the Service Provider, without any claim for compensation by any Customer or third party involved.

#### 5.3 Rights of use

5.3.1 During the term of the Agreement, ShareP grants the Customer, for its operational purposes, a limited, revocable, non-transferable, non-sublicensable and non-exclusive right to use the ShareP Platform in accordance with the Agreement for the intended purposes.

5.3.2 ShareP expressly reserves any rights not explicitly granted and the Customer shall not be entitled to any claims in this respect.

5.3.3 Any open source software or third-party software contained in the ShareP Platform is granted in accordance with the open-source Software or third-party license.

### 6 Warranty

6.1 The Services of the Service Provider are provided "AS IS" and ShareP makes no

warranty to the Customer other than that the Services have been developed in a professional manner and in accordance with applicable industry standards.

6.2 In particular, the Service Provider disclaims any representation or warranty that the ShareP Platform will be uninterrupted or error-free or that the information contained therein about Parking Users is accurate or complete.

6.3 Any manufacturer's warranties on Parking Infrastructure are hereby transferred to the Customer (in the case of rental of Parking Infrastructure, only for the rental period). Any further warranty is expressly excluded.

## 7 Liability

7.1 **General.** The total liability of the Service Provider to the Customer or of the Customer to the Service Provider, whether arising from contract, tort, breach of statutory obligations or otherwise, shall not exceed the amount of the Services ordered (if no empirical values are available for a Customer with regard to the amount of commissions, ShareP shall use figures from a comparable Parking Facility and inform the Customer). If the Agreement was concluded for more than 12 months, the maximum liability amount is the pro rata amount for the term of 12 months.

Neither party shall be liable to the other party for any loss of profit, revenue, data, goodwill or indirect or consequential loss suffered by the other party. Notwithstanding the foregoing, nothing in this Agreement shall exclude or in any way limit liability for (i) infringement of the Service Provider's rights in the ShareP Platform, or (ii) willful misconduct or gross negligence.

7.2 **Damages by users/subtenants/third parties.** ShareP is not liable for any acts or omissions of the Parking Users, subtenants and/or third parties and hereby assigns any claims regarding the Parking Facilities and the Parking Infrastructure against Parking Users, subtenants and/or third parties to the Customer, who confirms that it has no claims against ShareP beyond this assignment.

7.3 **Parking Infrastructure, user damage.** The Customer shall be liable to ShareP in particular, but not limited to, for damage

caused by him/her, Parking User or third parties to rented Parking Infrastructure. For any damage/claims of Parking User or third parties due to Parking Facilities, Parking Infrastructure or the use of the Services (in particular due to (sub)rental relationship with ShareP), only the Customer shall be liable, who shall fully indemnify ShareP in this respect.

7.4 **Violation of third-party rights by Service Provider.** The Service Provider shall fully indemnify the Customer if legal action or proceedings are initiated against him/her due to infringement of existing third-party rights by the ShareP Platform. This is subject to the Customer (i) promptly notifying the Service Provider of the claim and the threat of assertion of a claim; (ii) granting the Service Provider sole authority to investigate, defend or settle the claim; and (iii) assisting the Service Provider in the investigation, preparation, defense and settlement of the claim.

## 8 Confidentiality, data protection

### 8.1 Confidentiality

8.1.1 The parties agree to keep confidential all confidential information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"). Without limitation, all non-public information about this Agreement, the Services and the ShareP Platform is "Confidential Information". All other Confidential Information must be (i) designated and marked as such by the Disclosing Party in writing or other tangible form at the time of disclosure; or (ii) otherwise reasonably believed to be confidential at the time of disclosure.

8.1.2 Notwithstanding the foregoing, Confidential Information shall not include information that (i) is generally available to the public through no fault of the Receiving Party; (ii) the Receiving Party can demonstrate was rightfully in its possession before it was disclosed by the Disclosing Party to the Receiving Party; (iii) was independently developed by a party without the use of Confidential Information; or (iv) is rightfully received by a party from a third party who has the right to disclose such Confidential Information.

8.1.3 The parties agree to hold the Confidential Information in strict confidence and to

take all reasonable precautions to prevent its unauthorized use or disclosure and not to use the Confidential Information for any purpose other than the performance of this Agreement.

## 8.2 Data Protection

8.2.1 **General.** Each party undertakes to take all necessary precautions to ensure that it complies with the applicable data protection laws.

The Customer shall provide the Service Provider with the contact information of those of its employees or representatives who may have access to the personal data of the Parking Users (access in the ShareP Platform, receipt of reports by email, etc.).

Subject to the following clause, the processing of personal data is generally carried out by the respective processing party under its own responsibility.

8.2.2 **Joint responsibility.** The parties are jointly responsible for the following processing activities (joint controllership):

- the processing activity concerns personal data of the Parking Users; and
- it is carried out on the ShareP Platform or by the Parking Infrastructure (e.g. ALPR cameras).

If the Customer carries out additional data processing, it is the independent controller for this and is solely responsible for compliance with the applicable data protection laws. This applies, for example, to data exports from the ShareP Platform or to any surveillance cameras operated by the Customer in the parking facility.

Within the scope of joint responsibility, the Service Provider is the main party responsible for fulfilling data protection obligations in accordance with Swiss data protection legislation and/or the EU General Data Protection Regulation (GDPR). In particular:

- it is responsible for fulfilling the information obligations towards Parking Users;
- it is the point of contact for Parking Users who wish to exercise their rights under the applicable data protection laws and for inquiries from the competent data protection authorities;

- it is responsible for the appropriate protection and data protection-compliant deletion of personal data in the ShareP Platform or Parking Infrastructure;
- it carries out any data protection impact assessment, insofar as such an assessment is required by law.

The Customer:

- forwards any requests from Parking Users or authorities regarding the personal data to the Service Provider without delay;
- shall support the Service Provider in a reasonable manner in the fulfillment of the aforementioned obligations.

The Service Provider shall fully indemnify and hold the Customer harmless in the event that any action or proceeding is brought against the Customer on the basis of joint controllership due to the Service Provider's breach of its obligations under this section or applicable data protection law. Provided that Customer (i) promptly notifies Service Provider of the claim and the threat of assertion of a claim; (ii) grants Service Provider sole authority to investigate, defend or settle the claim; and (iii) assists Service Provider in the investigation, preparation, defense and settlement of the claim.

8.2.3 **Privacy Notice of the Service Provider.** More information on data processing by the Service Provider can be found in its Privacy Notice: [Link](#).

## 9 Term, termination

9.1 Unless otherwise agreed, this Agreement shall enter into force on the date of signature of the Order Form by both parties and shall be concluded for a period of 12 months. The Agreement shall be automatically renewed for 12 consecutive months unless one of the parties terminates it in writing (e.g. by e-mail) with a notice period of 3 months to the end of the agreed period.

9.2 Either party has the right to terminate this Agreement at any time (i) in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days of written notice (e.g. by email)

- of the breach; or (ii) in the event of non-compliant use of the Services .
- 9.3 Upon termination of the Agreement pursuant to section 9.1 or in the event of a material breach of contract pursuant to section 9.2, all rights of use and other rights granted to the Customer under this Agreement shall expire and the Customer undertakes to pay all outstanding remuneration and other amounts owed without delay.
- In the event of premature termination for which the Customer is responsible in accordance with section 9.2, the remuneration and other amounts owed shall be owed for the entire term of the Agreement originally agreed.
- 9.4 The Customer may request ShareP to return the account contents stored in the ShareP Platform up to thirty (30) days after the end of the Agreement. The return takes place without any claim to a specific form of compilation or presentation. After expiry of this period, the Service Provider is no longer obliged to retain or make available account content of the Customer.
- 9.5 The provisions of this Agreement which, due to their content, should continue to apply shall remain applicable even after the termination of the Agreement.

## 10 Miscellaneous

- 10.1 **Entire Agreement.** This Agreement (i.e., Order Form including attachments and the documents referenced therein) constitutes the entire agreement between ShareP and Customer with respect to the Services.
- 10.2 **Severability.** Should individual provisions of this Agreement be invalid or incomplete or should fulfillment become impossible, this shall not affect the validity of the remaining parts of this Agreement. In this case, ShareP undertakes to immediately replace such provision with a valid, complete provision that comes as close as possible to the original intention.
- 10.3 **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld). Exception: Either party may assign this Agreement in its entirety to an affiliate or in connection with a

merger, acquisition, corporate reorganization or sale of all or substantially all of its assets without the consent of the other party.

- 10.4 **Amendments to this Agreement.** Amendments to this Agreement shall be made in writing and approved by the authorized persons (whereby the electronic form of text fulfills the requirement of written form).
- 10.5 **Applicable Law and Jurisdiction.** This Agreement shall be governed exclusively by Swiss law (without giving effect to international treaties or conflict of laws rules that would result in the application of a different law). The exclusive place of jurisdiction for disputes in connection with this Agreement shall be Zurich, Switzerland.