

OTRA PARK™ SERVICE AGREEMENT

GENERAL TERMS AND CONDITIONS FOR END-USERS

I. GENERAL

OTRA Solutions BV (hereinafter referred to as "OTRA") offers the "Platform" (PMP) and the app allowing "End-Users" to book "Parking Space" and "Parking Services" (as defined below) throughout Europe. Our "Platform" and app also offer the possibility for "End-users" to exchange experiences on "Parking Services" (such as in relation to Parking locations, gas stations and other facilities and services at truck rest stops in certain regions).

These terms and conditions apply to all our Services made available online to the "End-Users", through any mobile device, by PC, tablet or other means.

Through the app, the "End-User" gains access to all services provided by OTRA. (for example: to find, reserve, to book, to pay "Parking Spaces" and "Parking Services" (non-limited))

By accessing, browsing and using our (mobile) website or any of our applications through whatever platform and/or by completing a Booking, you acknowledge and agree to have read, understood and agreed to the terms and conditions of OTRA set out below (including the privacy statement), as well as the terms and conditions of the Parking Operators.

OTRA hereby expressly rejects the applicability of conditions that the End-User seeks to impose or incorporate.

These Terms and Conditions are only applicable for End-Users booking through the OTRA Platform and/ or App.

II. DEFINITIONS

- a. Throughout these terms and conditions the following capitalized words have the following meaning (whether singular or plural):

"App" is short for application and is a piece of software often intended for computers or mobile devices such as smartphones, tablets and smartwatches.

"Platform" means the "Parking Management Platform" and/or the app hereinafter PMP, this is the environment in which our software is executed. It may be the hardware or the operating system (OS), even a web browser and associated application programming interfaces, or other underlying software.

"Agreement" means every agreement entered into by OTRA and the End-User regarding the provision of the Service and Parking Services.

"Available Period" means the period of time that the "Parking" will be accessible and the Parking Services available for End-Users, as indicated through the PMP and/or the app.

"Booking" means the booking or reservation by a Customer and/or End-User of (a) parking space(s) and/r (a) relevant Parking Service(s) through the PMP and/or the app, which is made with OTRA and OTRA automatically makes with the Parking Operator.

“Customer” means any registered transport or trucking company or truckdriver, who books Parking Space and/ or Parking Services via the PMP.

“End-User” means any physical person, who books (a) Parking Space and/or (a) relevant Parking Service(s) through the PMP and/or the app and who physically uses the parking spaces and/ or parking services.

“OTRA”, “us”, “we” or “our” means OTRA Solutions BV, Belgium, a limited liability company incorporated under the laws of Belgium, and having its registered address at Dorpstraat 122, 3470 Kortenaeken, Belgium.

“Parking” means the entire physical facility for truck parking, including all amenities and services that are present and offered to the Customers and End-users.

“Parking Location(s)” means the geographical position of a Parking.

“Parking Operator” means the professional provider of Parking Spaces (and surrounding services) to End-Users/Customers via the PMP and/or the app under these terms.

“Parking Service” means the services delivered by a Parking Operator to OTRA at one or more “Parking locations”, which OTRA will make on its turn available. The parking services can be booked (collectively or separately) by Customers on the PMP and/or the app. Parking services are for example: non reserved parking space, ADR parking space, security services, shower, food and beverage facilities etc.

“Parking Space” means one or more (non-reserved) parking spaces on the Parking that is part of the Parking Services.

“Service” OTRA provides a platform through which Parking Operators can offer parking space(s) and parking services

“User Account” means any registered user of the PMP and/or the app and/or the Service, including planners and drivers.

- b. Different types of fees: throughout these terms and conditions the following capitalized words have the following meaning (whether singular or plural)

“Parking Fee” means the compensation, due by Customers and/or End-Users to OTRA for using the “Parking Service”. Fees are always VAT included.

“Parking Operator Fee(s)” means the fee collected by OTRA from Customers/ End-Users and transferred to the Parking Operator under this Agreement and for each usage of the Parking and/or the Parking Services by the Customer and/or End-User and which is paid via the PMP and/or the app.

“Truck Transaction Fee” means the fee that OTRA will charge to Customers and/or End-Users for each Booking.

III. END-USERS RIGHTS AND OBLIGATIONS

OTRA PARK is an app for End-Users. OTRA provides a platform through which End-Users are able to reserve for and to receive information about Parking Spaces and Parking Services.

By using our Services you acknowledge that:

In order to use our Service, you need to register as a Customer by creating an account;

- a. You can access our Service through our app;

- b. We respect your privacy. Please have a look at our privacy and cookies policy for further information <https://www.weareotra.com/vie-privee/>;
- c. We are not an open platform and only those Parking Spaces of Parking Operators which have a commercial relationship with OTRA will be made available for booking;
- d. Any Booking and use of a Parking Space and related Parking Services is at your own risk;
- e. Parking Operators may have their own additional terms and conditions and house rules for the use and access of the Parking Space;
- f. By making a Booking with OTRA, you also accept and agree to the cancellation and no-show policy of the relevant Parking;
- g. We transmit the relevant details (such as your license plate number) of your Booking to the relevant Parking Operator;
- h. You will receive a message to rate and review the (experience with your) Parking Space and Parking Services;
- i. The information that we provide to you on a Parking Space is based on the information provided to us by Parking Operators, Customers and our End-Users and we cannot guarantee that all information is accurate or correct;
- j. OTRA is entitled to immediately terminate your use of the app and your rights, if any, under these terms and conditions, if you act in breach of these terms or the terms of the relevant Parking Operator;
- k. If you wish to consult or cancel your Booking, please check the app and follow the instructions therein;
- l. The Parking Operator is allowed to refuse an End-User if the End-User is unable to present valid identity documents and/or documentation proving that the vehicle in the Booking is insured. In such case the financial consequences of the booking will remain in effect.
- m. Parking is at your own risk;
- n. The End-User must ensure that his vehicle is securely locked and that any vehicle alarm, steering block or similar is switched on;
- o. Parking Operators may install video surveillance cameras in the Parking Location including as a deterrent to criminal activity but do not make any representation as to the coverage or guarantee the security of the End-User's vehicle;
- p. The Service may experience periods of downtime, including scheduled maintenance and will not be error-free. OTRA will not be responsible for this.
- q. In case of improper use and/ or improper behaviour, OTRA and/or the Parking Operator reserves the right to refuse the End-User;
- r. OTRA can record and store all data of the vehicles and End-Users/ drivers in the platform. The End-User guarantees that it is legally allowed to collect, process and use the potential personal data and shall prove this if necessary. If the legal basis is lost the end-user must delete the data immediately, if not other legal or contractual regulations exist that allow the end-user to process the data.
- s. OTRA may communicate with all parties (Parking Operators, Customers and End-Users) via the portal and send them legally binding messages in this way. This is achieved by means of push-notifications in apps and / or supplementary information e-mails/ sms, for example. They are deemed to have been received as soon as they are available for the respective users on the PMP and/or app.
- t. The Customer and/or End-User undertakes to regularly consult the OTRA website (<https://www.weareotra.com>) with the purpose of taking note of the latest version of the Terms and Conditions. The Customer and/or End-User recognizes and accepts explicitly that the latest version of the Terms and Conditions which is published on the OTRA website (<https://www.weareotra.com>) is legally binding and prevails over the Terms and Conditions printed on the contract. <https://www.weareotra.com>

IV. PRICING

- a. Prices are displayed including VAT, excluding sales tax and all other taxes and fees;
- b. If you make a Reservation you are obliged to make a payment either via the PMP and/or the app or to the Parking Operator directly at the Parking Location;
- c. We may charge a fee in the event of a no-show or cancellation.
- d. Please check the relevant prices, conditions and details thoroughly before making your Booking ; OTRA is not liable for obvious errors and mistakes (including misprints).

V. PAYMENT

- a. Payment is safely processed from your chosen payment method (e.g. credit/debit card or bank account) to our bank account.
- b. If you have an OTRA subscription : payment via your saved payment method on the app.
- c. If you are an employee: invoices go to your transport company provided you are registered by them. The transport company can approve/decline the payment of your reservation. If they decline, you are charged with your own payment method, or will have to pay on site
- d. In the case of payment on-site there may be an extra surcharge.
- e. We may require that payment is made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the Booking.
- f. By making a Booking, you also accept and agree to the relevant cancellation and no-show policy of OTRA, of the relevant Parking Operator and to any additional (parking) terms and conditions of the Parking Operator that may apply to your Reservation.
- g. In the event that the End-User has chosen for "OTRA FLEX", the End-User has – for a small additional fixed monthly fee - a financial advantage in case of cancellation of the booking.
- h. Any Reservation for which the fees are not paid to us will need to be paid to the Parking Operator.
- i. By making a payment to the Parking Operator you are entering into an agreement with the Parking Operator and the use of the Parking Location, including fees and payment of fees, shall be subject to terms and conditions of the Parking Operator.
- j. Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account and you shall not be entitled to any refund of any (non-refundable) amount.
- k. In case of overdue payment, the End-User owes OTRA an interest of 10% per annum, as well as a compensation of 10% on the invoice amount. In case of litigation, the "KB dd. 26.10.2007 tot vaststelling van het tarief van de rechtsplegingsvergoeding" will be applied.

VI. REVIEWS

We will invite you to comment on your stay at the relevant Parking Operator Location and to provide a score for certain aspects of the Parking Services. The completed review (including the rating) may be uploaded onto the relevant Parking Operator's information page and/or our Platform for the purpose of informing (future) Customers/ End-Users of your opinion on the Parking Location.

- a. You warrant that all content and information uploaded by you does not:
 - 1. Contain discriminatory, racist, violent, sexually explicit, or demeaning content;
 - 2. Incite people to commit criminal offenses, or endorse such offenses;
 - 3. Contain pornography, or infringe the protection of minors;
 - 4. Violate the privacy or portrait rights of third parties and does not contain names, emails, addresses, phone numbers or other details of individuals; and
 - 5. Promote illegal activities.
- b. OTRA reserves the right to delete your review, comments and ratings in case they are in conflict with the content of these Terms and Conditions.
- c. By uploading text, photos/images or other content onto our Platform (for example in relation to a review) you warrant that you own the copyright to this content and you agree that OTRA may use the uploaded content on its (mobile) website and app, in (online/offline) promotional materials and publications and share the uploaded content with 3rd parties through our API.

VII. LIABILITY

- a. Under no circumstances is OTRA liable to the End-User for damages caused by third parties deployed by OTRA, including but not limited to OTRA's subcontractors and road service providers. The End-User must at all times follow the advice, warnings or instructions provided by OTRAS and/or its subcontractors or third parties deployed by OTRA.
- b. Under no circumstances is OTRA liable for consequential (indirect) damages, including but not limited to, loss of profit, missed savings, immaterial damage, business- or environmental damage, regardless of what the liability is based upon.
- c. Under no circumstance is OTRA liable for damages as a result of the (temporary) unavailability and/or improper functioning of the website of OTRA and/or on-line connection with the OTRA platform, regardless of what the liability is based upon. OTRA is never liable in the matter of the unauthorised use of log-in codes.

Under no circumstance is OTRA liable for **any kind of damage**, including fines on the part of the End-User, regardless the origin of the fine (for example: fine concerning driving and rest times, not limited)

VIII. FORCE MAJEURE

- a. OTRA is not bound towards the End-User to fulfil any obligation under the agreement in the event of force majeure.
- b. An event of force majeure under this article shall mean, besides what is understood as such in the law and jurisprudence: all external causes, foreseen or unforeseen, over which OTRA cannot exert any influence, which prevent OTRA from timely, completely, and properly fulfilling its obligations, including but not limited to, work strikes at the enterprise of OTRA or of third parties, and all matters in the widest sense of the term.
- c. OTRA also has the right to appeal to force majeure if the circumstance resulting in force majeure enters into effect after OTRA should have fulfilled its obligation.
- d. OTRA has the right to suspend its obligations under the agreement during the period that the force majeure continues. If the period of force majeure last longer than three (3) months, each of the parties has the right to terminate the agreement, such without the obligation to compensate damage or costs to the other party

- e. If and to the extent OTRA at the time of the start of the force majeure event has already partially fulfilled its obligations or is able to partially fulfil its obligations, OTRA has the right to separately invoice the part already fulfilled or still to be fulfilled respectively and End-User shall be under the obligation to pay the invoice in accordance with article “Payment” of these general terms and conditions.

IX. ASSIGNMENT

- a. The End-User shall not be entitled to assign, sub-license, transfer or otherwise dispose of any of its rights or obligations hereunder without the prior written consent of OTRA (not to be unreasonably withheld).

X. DATA PRIVACY

Insofar OTRA processes personal data of or on behalf of End-User, OTRA shall process such data for the sole purpose of performing services as agreed under the agreement. OTRA shall at all times act in accordance with the GDPR, regardless of whether OTRA acts as data controller or data processor.

XI. MISCONDUCT BY END-USERS

- a. In case of unauthorized use of a Parking and/or a Parking Space or misconduct by an End-User, the Parking Operator may inform OTRA.
- b. In case of such misbehaviour, OTRA will be at liberty to decide when and how to deal with such End-User at its sole discretion. OTRA shall inform the Parking Operator and End-User of final settlements resulting from OTRA’s decisions in that regard.

XII. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

- a. All intellectual property rights concerning OTRA, the Services including but not limited to the OTRA Platform, such as with regard to the name OTRA, the logo, the website, the app, the Platform, and the software (including source code) remain with OTRA. Any use (of the content) thereof, including their complete or partial multiplication, publication, copying, or storing of such content without prior written consent of OTRA is prohibited.
- b. All intellectual rights are the exclusive property of OTRA, the End-User only obtains the right of use.

XIII. MISCELLANEOUS

- a. Variation: OTRA reserves the right to amend the Agreement (including these terms and conditions). Such amendments will take effect after OTRA makes these amendments known to the End-User.
- b. Translation: We may translate the original English version of these terms and conditions into other languages. The translated version is a courtesy translation only. This means that you cannot derive any rights from the translated version in case of any dispute about the contents or interpretation of these.
- c. If in these Terms and Conditions ~~or~~ there would be an inconsistency or discrepancy between the English version and any local language version, then the English version shall prevail.
- d. Governing law: The Agreement, these terms and conditions and the provision of our Services shall be governed by Belgium Law. Any dispute arising out of these terms and conditions and/or our Services shall be exclusively submitted to the competent courts in Leuven, Belgium
- e. The parties agree to keep the content of the contract confidential.
- f. Leuven is agreed as the place of jurisdiction. Belgium law shall apply excluding the law of conflicts.

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