

## TERMS AND CONDITIONS OF USE (CGU)

### APPLICABLE TO THE WEBSITE [HTTP://PARKING-POLLY.COM/EN](http://parking-polly.com/en) AND THE POLLY APPLICATION

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#### Legal Notice

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These Terms and Conditions of Use (hereinafter "CGU") are intended for users (hereinafter "the User") of the services provided by sPARK Technologies Ltd (hereinafter "sPARK"). The CGU specify the conditions under which sPARK makes available to the User a website accessible at <http://www.parking-polly.com/en/> (hereinafter "Web Site") and a smartphone application named POLLY (hereinafter "The Application").

The User accepts and agrees to abide by the CGU when consulting the Website and when using the Application. Since the CGU may be updated at any time, the User is advised to refer regularly to the latest version available at **the Website** and within the Application. If you do not agree to be bound by these Terms, you should remove the App from your device and discontinue use of the Services.

#### 1. Our services

The Website offers informative content for the Users of the Application, in particular through a Frequently Asked Questions (FAQ), including details on the use of the Application, with the latest news from sPARK, as well as different legal documents and information applicable to the use of service.

The service offered by sPARK is based on an application called Polly, which allows the User to easily find a car park before arriving at his destination by entering geographical indications or simply by activating the geolocation functionality of his device. The Application proposes a parking list corresponding to the User's expectations. The Application Service is available within the cities listed on the Website and in the Application.

The Application is able to guide the User to car parks listed by sPARK or about which sPARK has information (public car parks, private car parks and on-street). An intelligent algorithm makes it possible to carry out searches on pertinent information taking into account the situation of the User, regarding to the desired time slot, the duration of the desired car parks, the geographical location and the price. The Application also provides a customized route to the location of the parking lot by means of a guidance system displayed in a map included in the Application, which allows a planned route within the City with an estimated travel time. A feature also allows the parking findings to be transmitted to other Users who have installed the Application.

Depending on the cities available, the Application also offers access to information concerning specific subscription parking offers (OPnGO, Multi-Pass, Auto-Lib ...), as well as allowing the User to easily enter into relation with partners offering reservation systems and payment solutions.

The Application is intended for Users with a compatible smartphone. It can be downloaded free of charge from the AppStore and GooglePlay stores. The use of the Application requires to have a subscription with a mobile telephony provider in order to allow the user to connect to the Internet network under conditions of mobility or through a wifi access. The Application is available in a version that is subject to permanent testing and development (BETA version), it is advisable for the User to regularly check the existence of an update of the Application to benefit of the best experience.

## 2. Parking Payment

After finding a parking slot, the Application saves the User time by proposing an integrated payment solution proposed by Services Partners.

Payment solution may not be available in certain cities or parking locations. The User must first register with the partners of sPARK to use a payment solution.

## 3. Services Partners

In connection with the use of its application, sPARK offers its Users services marketed by its partner OPnGO, a French company formed as a société par actions simplifiée, with a share capital of 38.016 euros, whose registered office is located at 53 rue d'Hauteville 75010 Paris, France, registered with the Paris companies register under number 312 577 422 (hereinafter "OPnGO"). OPnGO is a marketplace that aggregates various parking offers in all segments of the market (public car parks, private car parks and on-street), to offer them via a smartphone application and a website. As such, OPnGO offers information and services (hereinafter "Services") such as booking, subscription or hands-free access provided directly by itself or indirectly through its own partners. The terms and conditions for the use of the Services are defined in the General Terms and Conditions of Use (hereinafter "GCU") and, for some of the paid Services, by the applicable General Conditions of Sale (hereinafter "GCS") of OPnGO or its partners. As part of its search for parking on the sPark application, the User who selects a Service marketed by OPnGO will be redirected automatically to the OPnGO application and will be invited either to create an OPnGO user account or to identify if he already holds an OPnGO user account. The User must then accept the GCU and, if applicable, the relevant GCS in order to be able to use the Services. For any questions about OPnGO, the User is invited to contact the OPnGO customer service: [contact@opngo.com](mailto:contact@opngo.com).

## 4. Configuration of the Application

During the installation of the Application, the User freely configures the Application within the configuration menu. The settings can be changed at any time.

Some settings optimize the service. By authorizing access to the smartphone location data, the User takes advantage of the full potential of a personalized service with optimal geographical precision.

## 5. Responsibility of sPARK - Limits

sPARK implements all the necessary means to provide the best service and ensure the evolution of the Application to give the User the best experience, with partners offering the best services.

sPARK does not guarantee the availability of the car parks indicated by the Application, nor does it guarantee the quality of the car parks offered by their owners nor their compatibility with the User's vehicle. sPARK is not responsible for parking prices and their invoicing. These elements are the sole responsibility of the managers of the car parks.

sPARK is not responsible for the service provided by the AppStore and GooglePlay stores, nor is it responsible for the services offered by partners providing technology or payment solutions. sPARK is not responsible for information related to maps and suggestions of routes to reach the car parks.

sPARK ensures the availability of the Website and the Application is accessible 24 hours a day, 7 days a week, except in case of force majeure or technical maintenance. SPARK is only bound to an obligation of means concerning the accessibility of services. sPARK reserves the right to suspend, interrupt or limit, without prior notice, access to all or part of the services, in particular for maintenance and updating operations necessary to maintain the good technical operation of the service or for any other reason.

sPARK may terminate or modify the features of the Application at any time without prior notice and without the User having recourse against sPARK. Since the Application is available in a version that is subject to

continuous testing and development (BETA version), sPARK disclaims any responsibility for any inaccuracies in its operation or the information provided.

## 6. User Responsibility

The User must ensure that it has a smartphone compatible with the use of the service and must always be in possession of an updated version of the Application in order to benefit from the best User experience. The User must ensure that he has an appropriate subscription from a mobile phone provider in order to connect to the Internet under mobility conditions or through a wifi access.

In general, the User must be attentive to the information that he enters in the Application when preparing his route, this allows him to obtain results that are closest to his expectations. User acknowledges that the information provided by the Services is not intended to replace the information presented on any location's grounds or at the road.

The User must always verify at the time of his arrival at the parking place that the quality of the car park corresponds to his expectations, that the latter is compatible with his motor vehicle, and that the prices and services proposed by the parking manager meet his expectations.

The use of the Application which may disturb the User's attention in the event of driving a vehicle, the User agrees not to use it while driving his vehicle.

As the service is provided free of charge, the User agrees to use the Application solely for personal and private use and not to commercialize it in any form whatsoever.

## 7. Protection of personal data - Privacy policy

sPARK is committed to respecting the privacy of its Users as well as to respecting the regulations applicable to the protection of personal data.

As the data controller, sPARK performs data processing to provide the User with the best parking options. sPARK is also able to carry out data processing for the analysis of the use of the Website using cookies. User data is only for sPARK and its partner service providers. They are kept as needed to provide the service. sPARK complies with the regulations of the State of Israel and the Regulation on the protection of personal data of the European Union.

You can exercise the following rights at any time with respect to the protection of personal data: obtain confirmation if your personal data is being processed, access your data, request erasure or correction when they are inaccurate. Some data are transferred outside the European Union (EU) to the State of Israel, where sPARK is located, for processing within the scope of the Service. The State of Israel is recognized by the EU as an adequate country. In the case of a transfer from outside the EU by a third-party service provider, please refer to the service provider privacy policy.

sPARK's Privacy Policy and Privacy Policy is available at the following link:  
<http://polly-for-businesses.com/privacy.en.pdf>

## 8. Intellectual Property

In accordance with applicable intellectual property and copyright laws, all elements and contents appearing on the Website and within the Application, including graphics, images, texts, logos, are the property of sPARK. The same applies to programs constituting the software of the Application and all the information generated by the Application which is protected by the law applicable to the databases.

Any use, reproduction or partial modification, of the elements and contents on any medium whatsoever, within the Website or the Application require to request the prior agreement of sPARK.

## 9. Applicable law and jurisdiction

The GCU shall be subject to the applicable law and to the competent courts in accordance with the rules of international law, taking into account the conditions of use of the services provided by sPARK.

Any disputes resulting from the use of the services and the interpretation of the GCU must be the subject of an amicable discussion between the User and sPARK.

## 10. Contact

To ask any questions, to report any abnormalities of operation, to know more about the CGU and the Privacy policy, the User or anyone who wishes it can send an e-mail to sPARK to the following address: [support@sparking.co.il](mailto:support@sparking.co.il) And we will endeavor to respond within a reasonable time.