

## EASYPARK API POLICY

### Acceptable Use Policy for EasyPark API

Version 2021:1

This API Acceptable Use Policy (the “**API Policy**”) governs your use of the Services and your account, password, and other login credentials (the “**API Credentials**”). The API is technology that is provided by EasyPark Group, its subsidiaries and branches (“**EasyPark**”, “we”, “us”, “our”) and allows you to connect pursuant to applicable terms and conditions as a **Subscriber** of the EasyPark Services (as defined in relevant agreement with the Subscriber) or as a mobile/digital parking provider which is an **Authorized User** on behalf of a Subscriber, e.g. a city or other parking operator, in which case you shall have entered into agreement with the Subscriber. This API Policy sets forth the terms and conditions that apply to connection, integration and/or use of the EasyPark Services or EasyPark API.

In order to receive your API credentials or user passkeys for EasyPark’s API, (a) you must read, agree and accept all of the terms and conditions contained in this API Policy. In addition, (b) you must stipulate that any third party that accesses the API or through other means associated with an application or product that you provide (Authorized Users of the API) will read, agree and accept all of the terms and conditions contained in the API Policy.

#### 1. Acceptance of terms, Account, and Registration

A. Accepting the API Policy. By clicking "I Agree" when you enroll in the Service or by using the Service or accessing or attempting to access a Module, you agree to be bound by the terms and conditions of this API Policy. By agreeing to the terms and conditions of this API Policy, you represent that you have the capacity to be legally bound by it. You may not use the API and may not accept this API Policy if (A) you are not of legal age to form a binding contract, (B) you are a person barred from using or receiving the API under the applicable laws of Sweden or other countries including the state or country in

which you are resident or from which you use the API or (C) the contracts enabling you to use API has been suspended or terminated.

B. Entity Level Acceptance. If you are using the API on behalf of an entity, you represent and warrant that you have authority to bind that entity to the API Policy, and by accepting the API Policy, you are doing so on behalf of that entity (and all references to "you" in this API Policy refer to that entity). The use of the API by an authorized representative of an entity is subject to obtaining the consent of EasyPark. You have to provide EasyPark with up-to-date list of all representatives authorized by to use API on your behalf and to ensure that only those people will be able to use the API on your behalf. EasyPark may, in its sole discretion and in accordance with its internal policies, verify the identity of the representatives, for example, by requesting copies of their identity documents, as well as request power of attorney or other document confirming the authorization of the representatives to access EasyPark’s services on behalf of the entity.

C. Registration. In order to access the API you may be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of your continued use of the API. EasyPark may implement two-factor authentication to identify you. Any registration information you give must always be accurate and up to date and you shall inform EasyPark of any change.

D. Permitted Access. You will only access (or attempt to access) the API by the means described in the EasyPark API Documentation. You will not misrepresent or mask your identity when using the API. You will require your authorized representatives who may use API on your behalf to agree to and comply with (and not knowingly enable them to violate) applicable laws, regulations, the API Documentation and the terms of this API

Policy. You bear full responsibility for the acts of all persons who may use API or access API Credentials on your behalf.

## 2. Definitions

The following defined terms have the following meanings for the purpose of this API Policy:

A. The "use" of the API means: the use of the mark-up language described in the EasyPark API Documentation to (A) access EasyPark servers through the API, (B) send information to EasyPark servers, and/or (C) receive information from EasyPark in response to API calls, including, but not limited to, for the purpose of creating transactions and submitting instructions and other information.

B. "Communicate" means that two software applications, directly or through any other software, can transfer data in one or both directions by any means, regardless of the mechanism or semantics of the communication and even if the communication mechanism is one traditionally considered a communication mechanism between two separate software applications (for example, pipes or sockets).

C. "EasyPark API Client" means the system of (A) software that can access or Communicate with EasyPark's servers using the API, and/or (B) software that can Communicate API data with the abovementioned software, directly or indirectly.

D. "EasyPark API Documentation" means all information and documentation EasyPark provides specifying or concerning the API specifications and protocols and any EasyPark-supplied implementations or methods of use of the API.

## 3. Policies

(a) Use of the API is subject to, acceptance of and your compliance with the applicable agreement as well as API Policy and API Documentation. (b) Government regulators: If requested by government regulators, EasyPark may inspect your EasyPark API Client user interfaces and monitor and audit API activity, at any time, for the purpose of ensuring quality and enforcing compliance with applicable laws

and this API Policy. You will not try to interfere with such inspection, monitoring, or auditing, or otherwise obscure your API activity. EasyPark may use any technical means necessary to overcome such interference. (c) If requested by EasyPark, you shall send call logs to EasyPark within two business days of such request.

## 4. Compliance with Law

Your use of the API is subject to your compliance with all applicable laws, regulations, and rules of any applicable governmental or regulatory authority, including, without limitation, all applicable tax, anti-money laundering and counter-terrorist financing provisions. You, any person acting on your behalf, or any person you are responsible for, will not use the API or API Credentials in a manner that violates such laws, rules, and regulations, or in a manner that is deceptive, unethical, false, or misleading. If you are a service provider, EasyPark will have the right to suspend your use if you are unable to show that you can provide the service in your jurisdiction. You unequivocally agree and understand that by registering for API Credentials, you will act in compliance with and be legally bound by this API Policy and all applicable laws and regulations. For the avoidance of doubt, continued use of the API is conditional on your continued compliance at all times with this API Policy and all applicable laws and regulations.

## 5. Usage and quotas

EasyPark may, based on the agreement with the Subscriber, set a quota on your API usage based on, among other things, the total monthly transfer volume or the monthly total number of transfers, generated from the accounts under management by your API Credentials. You will not attempt to exceed automated use-quota restrictions.

## 6. Security of User Information

You are responsible for maintaining the confidentiality and security of any and all API Credentials. You agree to notify EasyPark immediately if you become aware of any unauthorized use of your API Credentials, or any other breach of security regarding this API Policy. We strongly

advise you to enable all relevant security features such as two-factor authentication, as available: this offers you greater protection from possible attackers attempting to log in to your API than password alone and in situations where your email and/or password is compromised by a third-party data breach. EasyPark will not be liable for any loss or damage arising from your failure to protect your account information. We shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reliable virus and malware screening and prevention software. If you question the authenticity of a communication purporting to be from EasyPark, you should contact us through visiting our website, not by clicking links contained in emails.

#### **7. Brand Features**

Except where expressly stated, this API Policy does not grant you any right, title, or interest in EasyPark's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

#### **8. No Implied Rights**

Other than as expressly granted herein, this API Policy does not grant either party any intellectual property or other proprietary rights. You hereby release and covenant not to sue EasyPark and its affiliates and any of its or their licensees, assigns, or successors, for any and all damages, liabilities, causes of action, judgments, and claims (a) pertaining to any intellectual property you develop that is based on, uses, or relates to the API; and (b) which otherwise may arise in connection with your use of, reliance on, or reference to the API. As between you and EasyPark, EasyPark and its applicable licensors retain all intellectual property rights (including without limitation all patent, trademark, copyright proprietary rights) in and to the EasyPark API Documentation, all EasyPark websites, and all EasyPark products and services and any derivative works created thereof. All

license rights granted herein are not sub-licensable, transferable, or assignable unless otherwise stated herein.

#### **9. Warranties**

EasyPark disclaims all warranties, express or implied, including without limitation for non-infringement, merchantability and fitness for any purpose. You understand that the API may experience operational issues that lead to delays, including delays in purchasing or redeeming tokens. You agree to accept the risk of transaction failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks. You agree not to hold EasyPark accountable for any related losses.

#### **10. Confidentiality**

EasyPark shall ensure that any non-public data provided by you to EasyPark to enable the provision of access to, and use of, the API on behalf of Subscriber, as well as all content, data and information recorded and stored for or as a result of your use of the API, including data and transaction data generated by your operations, is reasonably protected from unauthorized access or disclosure. EasyPark shall specifically ensure that access thereto is adequately restricted within its organization and that it is reasonably protected from unauthorized access and disclosure.

#### **11. Confidentiality**

You must maintain EasyPark's Confidential Information in confidence and must not disclose it to third parties or use it for any purpose other than as necessary and required to fulfill the obligations of the Subscriber and EasyPark. In the event that Confidential Information is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, you shall immediately notify EasyPark and use reasonable efforts to obtain confidential treatment or a protection order of any disclosed Confidential Information. Confidential Information means all information that EasyPark provides to you under this API Policy, including but not limited to the following: (i) information

you receive through an API call, (ii) the API Credentials, and all access IDs and passwords, (iii) all information identified as confidential at the time of the disclosure, and (v) any other information that by its very nature you understand or would reasonably be expected to understand to be EasyPark's confidential information.

## 12. License

EasyPark grants you a non-transferable non-exclusive right while this API Policy is in effect to use the API only on behalf and in the benefit of you subject to the terms of this API Policy.

- (i) You shall not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the API or the API Documentation. You shall use API Credentials and API in accordance with API Policy, instructions provided by EasyPark and EasyPark API Documentation, which may be modified by EasyPark from time to time.
- (ii) You shall not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the API.
- (iii) You shall not access all or any part of the API in order to build a product or service not expressly contemplated by this API Policy.
- (iv) You shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the API, API Credentials or EasyPark Documentation available to any third party. You shall maintain up-to-date list of persons who have access to the API Credentials.
- (v) You shall use the same degree of care as you use with regard to the security of your own data and computer systems (but in no event less than a reasonable degree of care) to prevent any unauthorized access to, or use of, the API, API Credentials, and, in the event of any such unauthorized access or use, promptly notify EasyPark.
- (vi) While accessing the API, you will follow all data protection rules and comply with all applicable data protection laws.
- (vii) You shall not allow unauthorized third parties, including, but not limited to entities or persons that are not Authorized Users or others with whom EasyPark does not have direct client relationship, to use the API or benefit from the use of the API.
- (viii) You are only allowed to use the endpoints and API requests that are specifically referred to in the API Documentation and tutorials.

## 13. Modification

EasyPark may modify any of the terms and conditions contained in this API Policy, e.g., to reflect the relationship between EasyPark and the Subscriber or to reflect changes in laws or other regulations, at any time by emailing the email address of your EasyPark account or API Credentials account, and/or by publishing the amended API Policy through the services, or by otherwise making the new version of the EasyPark API Policy available to you online.

## 14. Limitation of Liability

Except for either parties' respective indemnity obligations, the aggregate liability of EasyPark under this API Policy shall not exceed the amounts paid or payable for the services giving rise to the claim during the preceding twelve (12) month period. Neither EasyPark nor any Authorized User will be liable for lost business, revenues or profits; business interruption or downtime costs; lost or corrupted data or software; loss of use of system(s) or network, or the recovery of such; indirect, punitive, special or consequential damages arising out of or in connection with this API Policy. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury

caused by their negligence; acts of fraud; nor any liability which may not be excluded or limited by applicable law. Neither party will bring any claim based on any Service provided hereunder more than eighteen (18) months after the cause of action accrues.

### 15. Termination

EasyPark may suspend or terminate your access to the API, or change any of the EasyPark API Documentation, protocols, or methods of access for any reason (including for example but not limited to decisions concerning the direction of EasyPark's business or business organization, financial or technical considerations, or if the agreement between EasyPark and the Subscriber is terminated or discontinued) and will bear no liability for such decision. It is solely your responsibility at all times to back-up your data and to be prepared to manage your accounts and conduct your business independently from EasyPark and without access to the API. EasyPark reserves the right to terminate this API Policy or discontinue provision of the API or any portion or feature thereof for any or no reason and at any time without liability to you. However, EasyPark will make good-faith efforts to provide you with advance notice if EasyPark intends to generally discontinue the provision of the API and if commercially reasonable and feasible provide you with opportunity for additional backup. Furthermore, EasyPark recommends that you discuss and regulate such scenarios in your agreement with the Subscriber (without the involvement of EasyPark). Upon termination (or suspension) of the agreement entered into between the Subscriber and EasyPark, this API Policy will be automatically terminated (or suspended) without an additional notice. Upon any termination or notice of any discontinuance, you must immediately stop and thereafter desist from using the API and from developing EasyPark API Clients and you must delete all EasyPark API Documentation in your possession or control (including without limitation from your EasyPark API Client and your servers). Terms of this API Policy which by their

nature are intended to survive termination will survive termination of this API Policy.

### 16. Miscellaneous

- (i) Failure to exercise, or any delay in exercising, any right or remedy provided under this API Policy or by law shall not constitute a waiver of that or any other right or remedy by either party to this API Policy nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- (ii) Except as otherwise provided in this API Policy, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this API Policy without the consent of the other party (which shall not be unreasonably withheld). EasyPark may assign this API Policy to any person within the EasyPark company group. Any assignment in violation of the foregoing will be null and void.
- (iii) Nothing in this API Policy is intended to or shall be deemed to establish any partnership or joint venture between you and EasyPark, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.
- (iv) Force Majeure. Neither you nor EasyPark shall be in breach of this API Policy nor liable for delay in performing, or failure to perform, any of its obligations under this API Policy if such delay or failure results from events, circumstances or causes beyond its reasonable control. If either party is prevented from meeting its obligations due to circumstances of force majeure, it shall notify the other party accordingly and the other party shall, if possible, grant a reasonable extension for the performance. If the period of delay or non-performance continues for four (4) weeks, you

may terminate this API Policy by giving written notice to the affected party.

- (v) No Agency. Nothing in this API Policy is intended to or shall operate to authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- (vi) Attorneys' Fees. In any action or suit to enforce or to interpret this API Policy, the prevailing party is entitled to recover its reasonable legal costs.
- (vii) Severability. If any provision of this API Policy is determined by any court or governmental authority to be unenforceable, the parties intend that this API Policy be enforced as if the unenforceable provisions were not present, and that any partially valid and enforceable provisions

be enforced to the extent that they are enforceable.

- (viii) Cumulative Rights, Construction, Waivers. The rights and remedies of the parties under this API Policy are cumulative, and either party may enforce any of its rights or remedies under this API Policy, along with all other rights and remedies available to it at law. No provision of this API Policy will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word "including" means "including, without limitation."
- (ix) Entire Agreement. Except for, as relevant, any software as a services agreement, statement of services, statement of work and any such related agreement between the parties, this API Policy constitutes the entire agreement and understanding of the parties with respect to the API and supersedes any prior or contemporaneous understandings.