

# Terms of Use of ShareP Platform

25/02/2025

The masculine form is used in these terms of use solely for reasons of readability and can refer to persons of any gender.

## 1 Subject matter, consent and assurances

These Terms of Use of ShareP Platform ("Terms of Use") govern the rights and obligations between ShareP AG, Apfelbaumstrasse 45, 8050 Zurich ("ShareP", "we" or "us") and natural or legal persons who use the ShareP Platform or other ShareP services (hereinafter jointly referred to as "Services"; "User", "you", "your").

By using the services, you confirm that you have read and understood these terms of use and agree to them. If you do not agree to the terms of use, you may not use our services.

Furthermore, you warrant by using the services:

- (a) that you are at least 18 years old and capable of judgement;
- (b) that your use of the services does not violate any legal provisions;
- (c) if you are using services on behalf of another person or organisation, that you are authorised to legally represent them; and
- (d) that you have not been excluded from using our services.

## 2 ShareP services

### 2.1 Car park services

ShareP enables you to quickly and easily reserve parking spaces for cars, motorbikes and bicycles as well as parking spaces with charging stations for electronic vehicles (hereinafter collectively "vehicle/vehicles"; "car park/parking spaces") on an online marketplace and then use them. The car parks are offered to you either directly by third parties (hereinafter "Lessor") or by ShareP.

The user acknowledges that ShareP is not responsible for the condition and/or maintenance of the car parks and is not liable for any defects. However, if a car park cannot be used correctly, ShareP will the landlord and try to find a solution acceptable to the user.

The contracts for the use of car parks are hereinafter referred to as "rental contract(s)". A rental agreement is concluded when you reserve a parking space via the ShareP Platform and we confirm this reservation. Rental contracts exist solely for the period of the "rental period", i.e. for the duration for which a parking space was reserved.

### 2.2 ShareP Support

ShareP provides remote support for users on working days (Monday to Friday, except public holidays) from 8:00 to 18:00, by e-mail ([support@sharep.io](mailto:support@sharep.io)) and via our hotline: [+41 44 591 60 11]. The response time on working days is usually a maximum of 4 hours.

### 3 Licensing and ownership ShareP

During the term of the Agreement, ShareP grants the User 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 (for the ShareP Platform, see section 8).

ShareP expressly reserves any rights not explicitly granted and the user shall not be entitled to any claims in this respect. Any open source software or third party software contained in the Share P platform is granted in accordance with the open source or third party licence.

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.) as well as related property and industrial property rights worldwide. This also applies to any improvement, development, modification or change of any kind to the ShareP Platform, including all related products that are created, produced, written, edited, altered, designed or put into practice solely or jointly with the user or a third party during the term of the agreement, as well as all related property and industrial property rights. Any claim for compensation by the user or third party involved is excluded.

### 4 Account and wallet

You can register on the ShareP platform, whereupon we usually confirm this registration (account is activated). The information required for registration must always be complete, up-to-date and correct, for which the user is responsible (changes must be made immediately). If changes cannot be made by the user, the user must inform ShareP (by e-mail to [support@sharep.io](mailto:support@sharep.io)).

By activating the account, a virtual wallet ("wallet") is automatically created for the user, which allows the reservation and use of parking spaces. The company that tops up the wallet is Stripe Payments Europe, Limited, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin D02 H210, Ireland ("Stripe") at the time these Terms of Use come into force. The General Terms and Conditions of Stripe Payments Europe ([link](#)) are deemed to have been read, understood and accepted by the user. In particular, the user acknowledges that fees and interest may apply. Stripe is solely responsible for questions relating to wallet top-ups and please contact Stripe directly if you have any complaints in this regard.

### 5 Prices, reservation and payment

First of all: Access to the ShareP platform is free of charge for users, i.e. we do not charge a fee.

#### 5.1 Paid car park use

- 5.1.1 **Prices.** The prices for the reservation and/or use of parking spaces ("rental fee", which also includes all costs incurred when charging an electric vehicle) are indicated on the ShareP platform or are communicated directly in a separate offer. The rental fee calculated automatically according to the information available in the description text of the respective car park. Any price information on the website (outside the web account) or in other advertising material is non-binding and does not constitute an offer.

Prices are quoted inclusive of any VAT, sales tax or other taxes, duties or charges levied on the provision of the services, unless otherwise stated.

- 5.1.2 **Car park payment.** Parking spaces can be reserved via the ShareP platform, for which the wallet must be topped up with a sufficient amount ("credit"; i.e. reservation is generally only possible with sufficient credit).

As an exception, we allow subsequent payment. In this case, we will issue an invoice that is due within ten (10) days of the invoice date. After expiry of the payment period, the user is in default without

reminder and ShareP may charge default interest of 5% p.a. from the invoice date and until receipt of full payment of the amount due including accrued interest.

The rental fee will be deducted/invoiced to the user regardless of whether he/she actually uses the car park. If the car park is not used during the reserved period, there is no entitlement to (partial) reimbursement of the rental fee, use of an alternative car park at the same or another time or cancellation of the rental contract. The provisions regarding car park cancellations in accordance with section 6 remain reserved.

If the user would like a receipt, this can be requested via the ShareP platform.

## 5.2 Free use of the car park

If parking spaces are provided for internal (employees/guests etc.), free of charge use, these can be reserved and then used by the users in accordance with the instructions of the car park owner/manager via the ShareP platform. The provisions of these Terms of Use also apply, with the exception of Section 6 and Section 7.17.27.2.2, first and second paragraphs, to the use of car parks free of charge (if it is not possible to use a car park, ShareP will not search for a replacement car park).

## 5.3 Car park reservation for other users

The reservation of a car park for another person is only permitted if this person has also agreed to the terms of use. Consent is given by using the car park(s) and is hereby confirmed by the reserving user.

Both persons/users are jointly obliged to comply with the terms of use and are jointly and severally liable for any claims.

## 6 Parking space cancellation

- (a) In the event of cancellation of the reservation or shortening of the reservation period (hereinafter collectively referred to as "cancellation") at least 24 hours before the start of the rental period, regardless of the reason and whether the cancellation is made by you, the landlord or us, the rental fee will be refunded to your wallet.
- (b) In the event of cancellation later than 24 hours before the start of the rental period, the rental fee will not be refunded, not even partially. In exceptional cases determined at the discretion of the landlord and ShareP, a partial refund may be made as a gesture of goodwill.
- (c) If other cancellation conditions apply to a specific parking space, these will be indicated on the ShareP platform/in the separate offer.

In the event of abuse, ShareP reserves the right to refrain from a refund, regardless of the time of cancellation.

## 7 Car park use

### 7.1 Compliant use

The user has the right to use the car park(s) reserved by him ("Reserved Car Park") to park the vehicle(s) specified by him via the ShareP platform ("Validated Vehicle") and, if applicable, to charge the battery of an electric vehicle during the rental period. Any other use is excluded.

In particular, the user is obliged to

- (a) The reserved parking space may only be used during the rental period and only for the validated vehicle;

- (b) park the Validated Vehicle correctly in the Reserved Car Park, lock it during his absence and not store any valuables, dangerous objects or illegal items in it;
- (c) Not to carry out any vehicle repairs and not to place any materials or objects that not inseparable from the Validated Vehicle in the Reserved Car Park or in the car parks in general;
- (d) not to use the reserved car park for commercial or advertising purposes;
- (e) to have all authorisations required for driving the validated vehicle (in particular a valid vehicle and driving licence for users);
- (f) to have taken out liability insurance valid in the relevant country for the validated vehicle;
- (g) to be in a fit state to drive during the rental period (in particular no alcohol or other drugs)
- (h) to leave the reserved car park clean, without any objects and undamaged; and
- (i) to report all damage caused by him or third parties to the Validated Vehicle or to third-party vehicles located in car parks or to the car parks themselves to ShareP immediately and without being asked (via the hotline or to: [support@sharep.io](mailto:support@sharep.io) ; if necessary, an accident report must also be completed).

In order to use reserved parking spaces, the user's mobile phone must have a stable internet connection and an (activated) geolocalisation function

## 7.2 Non-compliant use

### 7.2.1 Illegal parking users etc.

If section 7 is violated, the Lessor and ShareP have the right to remove the vehicle or have it removed by a company of their choice at the User's expense.

If a user parks a (validated) vehicle in a car park outside the rental period, ShareP also has the right to cumulatively (i) charge the user for the additional parking time, (ii) and impose a penalty fee or instruct third parties to do so (e.g. TowShare Group GmbH, Falsch-parker.ch). The maximum amount of the penalty fee depends on the state in which the car park is located and is currently:

- (a) Austria - 80 EUR
- (b) Germany - 80 EUR
- (c) Poland - 100 PLN
- (d) Switzerland - CHF 100

Further claims of the landlord and ShareP are explicitly reserved.

### 7.2.2 Third party parking and vehicle damage

If the user cannot use the reserved parking space during the rental period due to a vehicle of a third party parked there or due to other circumstances:

- (a) The user will be refunded the rental fee (if applicable, pro rata for the period during which the car park could not be used); and
- (b) ShareP will endeavour to provide the user with an alternative parking space within the same parking facility if possible (the user must pay the fees for this).

However, a (pro rata) refund is excluded if ShareP is not at fault for the situation (force majeure, etc.). Any further claims of the user against ShareP and/or the landlord are excluded

If the user proves that another user has damaged the Validated Vehicle, he/she can send a complaint to the e-mail address [support@sharep.io](mailto:support@sharep.io). ShareP will endeavour to mediate and find a suitable solution. Any further obligation or liability of ShareP and the Rental Firm are excluded.

## 8 ShareP platform

### 8.1 General

The marketplace is operated by our software platform ("ShareP Platform"). The ShareP Platform is a software application or several software applications from us, which is offered as a web application and mobile application (app) or in other ways. In order to ensure that the ShareP Platform is up-to-date and effective, ShareP reserves the right to expand, change or discontinue functionalities at any time.

The use of the ShareP platform (registration/account opening) does not guarantee that you will find a (suitable) car park. ShareP also cannot guarantee the correctness or completeness of the information on the ShareP platform (regarding car parks), as this only reflects the information provided/entered by landlords. Please inform us immediately of any incomplete/incorrect information.

In the event of inconsistencies between information on the ShareP platform regarding prices (rental fee), reservation and cancellation of parking spaces and these Terms of Use, the information on the ShareP platform shall take precedence (unless it is obviously incorrect)

### 8.2 User responsibility

The user is responsible for maintaining the confidentiality of their login details and other information relating to their account. You expressly agree not to disclose this login information to any other person; it may only be used by the person to whom it is assigned.

The user is still responsible for all activities (in particular the conclusion of the rental agreement subsequent use of the car park) that take place under your account, regardless of whether the user has authorised them or not. Please contact us as soon as possible if you suspect that your login details are being used without authorisation. We reserve the right to terminate access to all or part of the Services in our sole discretion if we detect or suspect misuse.

Offers and other data displayed on the ShareP Platform, such as names, addresses and images of car parks/properties, are to be used solely for the purpose of searching for and renting car parks via the ShareP Platform. Any other use is prohibited. In particular, users are prohibited from doing so:

- (a) offers or other data to third parties;
- (b) to use offers or other data for advertising purposes; or
- (c) use offers or other data for harassment or other unlawful purposes; or
- (d) upload content (text, photos, images, videos) to the ShareP platform that is not up-to-date, incorrect or infringes the rights of third parties (in particular property rights and personal rights).

The user is prohibited from copying, damaging, manipulating, hacking, impairing, decrypting, reverse engineering, decompiling, circumventing security mechanisms or taking any other measures aimed at analysing or modifying the source code or the functionality of the ShareP platform.

You have the right to access and modify the content (text, photo, image, video or audio) you have uploaded or created on the ShareP platform. This content is freely accessible to third parties (online) and can therefore be easily copied. You hereby grant ShareP a perpetual, non-exclusive licence to use the content to provide our services.

ShareP may exclude users from using the ShareP platform and deactivate/delete their account in the event of a breach of these obligations, but also at its own discretion and regardless of the reason.

## 9 Renewal of subscriptions

If the user has concluded a (monthly) subscription for the use of a car park, its duration is automatically and seamlessly extended by a further period of the same length if you do not terminate the rental contract before it expires.

## 10 Termination of agreement

**Cancellation.** The User may terminate the Agreement at any time subject to a notice period of 14 days by (i) notifying ShareP thereof by e-mail ([support@sharep.io]) and (ii) deleting its account on the ShareP Platform.

ShareP may terminate the agreement at any time subject to a notice period of 14 days by informing the user of this via the ShareP platform or by other means. In addition, ShareP may terminate the agreement at any time and with immediate effect for good cause. Good cause includes, but is not limited to: (i) any breach of the Agreement, or (ii) a breach of the laws of the relevant state

### Consequences of termination of agreement

- (a) **General.** Upon termination of the Agreement (i) all rights of use and other rights granted to the User under the Agreement shall immediately lapse without any right to compensation, (ii) the User's account shall be deactivated/deleted, and (iii) all outstanding fees, compensation payments etc. shall be paid immediately by the User.

Provisions of these Terms of Use that are intended to continue to apply due to their content shall remain in full force and effect even after termination of the agreement.

- (b) **Current rental agreements.** Upon termination of the agreement/expiry of the notice period, any current rental agreements shall also end. The following applies to these:
- (i) Rental contracts that end before the end of the agreement: Normal settlement, i.e. full rental fee owed.
  - (ii) Rental agreements that would end after termination of the agreement: Rental fee owed pro rata, billed for the actual duration (i.e. until the end of the agreement).
  - (iii) Special case: In the event of cancellation by ShareP for good cause, the full rental fee is owed (regardless of the date of termination of the agreement)

## 11 Data protection

In our general [privacy policy](#), we inform you about how we process and protect personal data.

As part of access control and management of the car parks provided via the ShareP Platform, we also use cameras to automatically recognise vehicle number plates. There is a separate privacy policy regarding the processing and protection of this data: [Link](#). The landlord/owner is solely responsible for any other cameras in the car parks (in particular surveillance cameras).

By visiting our website and/or using our services, you declare that you have read and understood the two data protection declarations.

## 12 Warranty, liability and indemnification

### 12.1 No warranty

We endeavour to ensure uninterrupted availability and error-free functionality of the ShareP Platform and the Services, but cannot guarantee this. The ShareP platform and the services are provided "as is", i.e. without any guarantee, and "as available". Any warranty claims are (therefore) expressly excluded to the extent permitted by law

You agree that you use/visit the Services and the ShareP Platform at your own risk and that you are solely responsible for any personal injury, death, damage to your property, damage to third party property, violation of any law, rule or regulation, loss or compromise of your data or the data of any third party.

### 12.2 Limitation of liability and indemnification

You acknowledge that the liability for ShareP and its officers, employees, directors, agents, parent and subsidiary companies and other affiliated companies etc. ("ShareP Company") is excluded to the fullest extent permitted by law. This is irrespective of whether the damages are direct or indirect, incidental, consequential, lost profits, etc., out of or in connection with the use of the Services or the ShareP Platform. In particular, the user hereby confirms and agrees that ShareP is not responsible for the condition and/or maintenance of the car parks (including charging stations) and is not liable for any defects or resulting (consequential) damage.

If and to the extent that liability cannot be waived, the maximum liability amount of ShareP is the rental fees paid within the last calendar year and CHF 10,000.00 in the case of free use of the car park.

You agree to protect, defend, indemnify and hold ShareP Company harmless against all claims, losses, liabilities, causes of action, judgements, penalties, costs, damages and expenses (including attorneys' fees and litigation costs and expenses). In particular, the user shall be liable for any damage caused to the car park (including charging stations) or to third parties, including third-party vehicles, and shall fully indemnify ShareP in this respect.

The aforementioned limitation of liability and obligation to indemnify also applies in the relationship between the user and the landlord (car park provider). The user acknowledges and explicitly agrees to this.

## 13 Other provisions

13.1 **Entire Agreement.** This Agreement (including Appendices) constitutes the entire agreement between ShareP and the User with respect to the Services.

13.2 **Severability clause.** Should individual provisions of this agreement be invalid or incomplete or should fulfilment become impossible, this shall not affect the validity of the remaining parts of this agreement. In this case, ShareP undertakes to immediately replace the invalid provision with a valid provision that comes as close as possible to the original intention.

13.3 **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: ShareP is authorised to assign this Agreement in its entirety to any of its affiliates or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of its assets without the consent of the Users.

13.4 **Amendments to this agreement.** Any amendments to this agreement must be made in writing (whereby the electronic form of text fulfils this requirement) and approved by both parties.

Notwithstanding this, ShareP reserves the right to amend this agreement by notifying the user (by e-mail or via the ShareP platform). If the user does not object in writing (by e-mail) within thirty (30) days of the notification, he/she agrees to the changes.

- 13.5 **Applicable law and place of jurisdiction.** This Agreement shall be governed exclusively by Swiss law (without application of international treaties or conflict of laws rules that would lead to the application of a different law). The exclusive place of jurisdiction for disputes in connection with this agreement is Zurich, Switzerland.