

FREELY PARKING SERVICE TERMS AND CONDITIONS

GENERAL

These terms and conditions ("**Terms**") set forth the legally binding terms between Freely Parking, its subsidiaries, representatives, affiliates, officers, directors, employees, and assigns (collectively, "**Freely**" or "**Us**" or "**Our**" or "**We**" or "**The Provider**"), and you or the corporate entity you represent (collectively, "**You**" or "**Your**" or "**the Client**").

These Terms will govern your use of:

1. The service that you will receive under any agreement including, without limitation, installation, re-installation, removal, minor renovation, testing, maintenance, inspection, and any service optimizing tasks provided by Freely. ("**Service**").
2. The Service Associated Equipment includes, without limitation, cameras, supplement lights and mounting parts and any other hardware, applications, systems, equipment and tools that are used in association with the Parking Solution other than the Solution itself ("**Associated Equipment**"). The Associated Equipment will be provided by us under the subscription-based agreement, or can be purchased as merchandise.
3. Overall, our Solution ("**Parking Solution**", or "**Solution**") includes the **Service, Associated Equipment**, and all/any, without limitation, installation, removal, minor renovation, testing, maintenance, and any performance optimizing tasks provided by Freely.

Your acceptance of these Terms is an express condition of your receipt or use of our website, product, service and/or solution. By receiving or using our Service and Parking Solution, you are accepting these Terms and you represent and warrant that you have the right, authority, and capacity to enter into these Terms, and if you are using the Service or Parking Solution on behalf of a corporate entity or client(s), you further represent and warrant that you are an authorized representative of such entity with the authority to bind the Parties into the Terms.

These Terms shall constitute an integral part of any specific agreement ("**Agreement**") entered into by you and us in relation to the provision of the Service or Parking Solution. If there is any inconsistency between these Terms and the Agreement, the Agreement prevails to the extent of the inconsistency.

CHANGES TO THE TERMS

We reserve the right to make any change to these Terms. When we do so, such changes will only be binding on you upon your acceptance of the modified Terms. We will notify you by email or by posting a notice on our website prior to the effective date of the changes and your continued use of the Service and/or Parking Solution after the effective date of the changes shall constitute your acceptance of such changes.

SERVICE AND PARKING SOLUTION

For using our Service and Parking Solution, you agree to the following terms:

1. We shall provide and deliver the Associated Equipment to you once you enter a trial agreement, subscription service agreement, or any subscription, renting, or leasing based agreements. The type, quantity, or model of the Associated Equipment provided may be subject to subscriptions, agreements, or packages. Unless you purchase the Associated Equipment as merchandise, otherwise (i) the Associated Equipment is, and will always remain as our properties; (ii) you are responsible for risk of damage, loss, theft or destruction of the Associated Equipment while the Parking Solution is in your custody, (iii) you shall use the Associated Equipment properly for designated purposes at designated location; (iv) you must not make any changes, alterations, reverse engineering or any other modifications to the Associated Equipment, and must obtain our written consent if you intend to add any attachment to the Associated Equipment, provided that the attachment is easily removable without damaging the functionality, or economic value of the Parking Solution, and (v) upon the expiration, cancellation, or termination of the subscription, you shall keep the Associated Equipment in reasonably good condition until we remove or de-install the Associated Equipment, (vi) upon termination, cancellation, or discontinuation of the Subscription, the Provider shall be entitled to remove and de-install the Associated Equipment within 60 days.
2. Unless otherwise stipulated in the Agreement, the time set forth in any document with regard to the delivery of the Parking Solution or completion of the Service is indicative only and you acknowledge and agree that a number of factors may have an impact on the timing of the performance, of which we may have no full control, and you shall not claim any loss or damage against us if any delay occurs.

3. You must provide us with free and unlimited access to your site for performing the Service.
4. It is your sole responsibility to i) prepare the power cable, power outlet, wiring, or any form of power supply for the Associated Equipment; ii) prepare Ethernet cable, internet connection, and router for the Associated Equipment connections required for the Solution; iii) provide and maintain a suitable operating environment and condition for the Solution; iv) provide accurate information and timely update.
5. It is your sole responsibility to obtain and maintain any consents of any person, or any permits, licenses, certifications, authorizations or approvals of, or notifications to, any federal, provincial, municipal or local government or governmental agency, board, commission or authority, which are considered necessary or desirable by us in connection with the preparation or installation of the Parking Solution or performance of Service at your site(s) or designated location(s).
6. You understand that our performance of Service and the efficient operation of the Parking Solution are relying on you to provide us with accurate information about the site or the designated location(s) where the Service will be performed or the Parking Solution will be installed. You shall be solely responsible to any and all damage, injury, loss, accident arising out of false, inaccurate, or outdated information provided by you.
7. We are entitled to adjust the Subscription Fee at the end of each term or calendar year. Such adjustment i) shall be effective upon notice to the Client; and, ii) not exceed 30%, unless there is any substantial change involves; and, iii) shall be noticed via email or written letter thirty (30) days before the end day of the current subscription period.
8. You understand we are entitled to adjust the Subscription Fee upon any substantial change, including, without limitation, change the number of parking spaces, floor plan rework, renovation, structural change, or adding/removing access lanes, to the site or the designated location(s) where the Service will be performed or the Parking Solution will be installed. You shall provide us a prompt notice thirty (30) days before executing the change(s).
9. You shall pay your fees set forth in the Agreement when due, and follow the instructions in the invoices, including any interest accrued by late payment. If any payment is not paid within seven (7) days after the due date, you shall pay a service charge of 4% of the payment due per month, accrued monthly until the outstanding balance is paid in full. If a

default under these Terms or the Agreements occurs which is not cured in accordance with the terms therein, we shall have the right to declare the Agreement in default and to suspend our obligations under the Agreement for any period of time, to terminate the Agreement, or all other rights and remedies available under applicable law or in equity.

10. We may change the price, fee standard, interest rate, or other fees applicable from time to time, and notice of such changes will be provided to you via email prior to the date when such changes become effective.
11. In using the Solution, it is your sole responsibility to comply with all laws and regulations applicable for such use, including but not limited to any privacy laws.
12. You agree that you will not: (i) permit or suffer any third party or parties to assert any liens against the Parking Solution, (ii) use the Parking Solution as collateral in any secured transaction; or (iii) perfect any security interest in the same or otherwise encumber the Parking Solution, except any statutory liens you have or may have against the Parking Solution.
13. You shall keep the Parking Solution in good condition and working order, reasonable wear and tear arising from ordinary use excepted, and shall abide by our maintenance guidelines and related documents. Notwithstanding the above, if the Parking Solution malfunctions due to the defects of the Associated Equipment, we will repair or replace, to be chosen at our sole discretion, the defective part, which shall be the only remedy you have in such situations.
14. In the event that the Associated Equipment malfunctions, or fails to work, i) The Client shall provide a prompt notice to the Provider; ii) The Provider will provide email or phone technical support; iii) If deemed necessary, the Provider will schedule an on-site inspection; iv) If the Associated Equipment Replacement is deemed necessary by the Provider, the Provider will replace the defective Associated Equipment
15. You shall be responsible for risk of loss, theft, damage or destruction to the Associated Equipment from any and every cause while the Associated Equipment is in your custody. In the event of any loss, damage, condemnation, confiscation or seizure of or to the Parking Solution (a "**Casualty Occurrence**"), you, at our option and as applicable (as determined by us, acting reasonably), shall: (i) pay us the cost of repair; or (ii) to the extent a Total Loss occurs, pay us the Casualty Value of the Parking Solution. "**Total Loss**" refers to any loss

or damage that is not repairable, or will cost more to repair than the market value of the Parking Solution, and “**Casualty Value**” means the market value of the Parking Solution at the end of the Term or when in relation to a Total Loss, the market value of the Parking Solution would have had at the end of the Term but for the Total Loss. You assume and shall bear the risk of loss and damage to the Parking Solution from every cause whatsoever, whether or not insured, including without limitation the risk of Casualty Occurrence, and no Casualty Occurrence shall impair any of your obligations under these Terms, which shall continue in full force and effect.

16. EXCEPT FOR THE DEFECT LIABILITIES FOR THE PARKING SOLUTION WHICH MAY BE EXPRESSLY SET OUT IN THE AGREEMENT, FOR WHICH WE SHALL BE LIABLE WITHIN THE DEFECT LIABILITY PERIOD STATED THEREIN, WE MAKE NO WARRANTIES AS TO THE SERVICE OR PARKING SOLUTION OR ANCILLARY EQUIPMENT, EXPRESS, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE SHALL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, COLLATERAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS, LOSS OF USE, INTERRUPTION OF BUSINESS AND CLAIMS OF End-USERS) ARISING OUT OF THE USE OF THE SERVICE OR PARKING SOLUTION OR ANCILLARY EQUIPMENT OR OTHERWISE. WE SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE PARKING SOLUTION AND ANCILLARY EQUIPMENT IS IN COMPLIANCE WITH ANY APPLICABLE GOVERNMENTAL REQUIREMENTS OR REGULATIONS. TO THE MAXIMUM EXTEND ALLOWED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, LOSS, INJURIES, DESTRUCTIONS RESULTING FROM VIRUS, HACKING, MALWARE, CYBER-ATTACK, OR OTHER UNAUTHORIZED ACCESS TO YOUR FREELY ACCOUNT OF THE PARKING SOLUTION. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE PARKING SOLUTION (1) WILL MEET YOUR REQUIREMENTS; (2) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (3) WILL BE RELIABLE, ACCURATE, SATISFACTORY, FREE FROM LOSS, ONLINE ATTACK, VIRUSES OR OTHER HARMFUL CODE.

17. We retain all right title and interest in and to all Intellectual Property embodied in the Parking Solution or resulting from the performance of the Service and any modifications and improvements made during the term of the Agreement.

“Intellectual Property” shall mean collectively any intellectual property of any nature or kind used in, derived from or otherwise related to the Parking Solution and the Service (**“Technology”**), including without limitation: (i) all intellectual property associated with the method of construction, maintenance, future exportation and operation of the Technology; (ii) all patents, if any, rights to patent, trade-marks and trade names, registered and unregistered; (iii) all other intellectual and industrial property of any nature or kind, all moral rights therein, and any registrations and applications for registration of any of the foregoing, (including, without limitation, all contractual rights, securities, instruments and other rights and benefits relating to such property); (iv) all inventions, plans, methodologies, designs, architectures, research data, know-how, goodwill, copyrights, personality rights, collected data, algorithm, plans, software, all customer and supplier lists, and technology, records, proprietary know-how, drawings, notes, laboratory books and protocols, computer software and documentation, algorithms, source code and procedures relating to the Technology; and (v) the right to take action for an infringement of any of these rights.

We grant you a non-exclusive, non-transferrable, free and non-sublicensable license to the Intellectual Property solely for the purpose of using the Parking Solution strictly in accordance with the Agreement, which license shall, unless otherwise renewed by the Parties, end automatically upon the expiration or termination of the Agreement.

18. In the event that either Party breaches a material provision under the Agreement, the non-defaulting Party may terminate the Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

19. You shall defend, indemnify and hold us harmless from and against all claims, losses, damages, costs, and expenses (including, without limitation, legal cost) resulting from (i) your breach of these Terms or the Agreement, (ii) your violation of the rights of any third party, or (iii) any claim by any third party against us resulting from or pertaining to your use, possession or operation of the Parking Solution or the Service, except to the extent, if any, of any gross negligence or willful misconduct of us or any material breach by us of any of our duties, obligations or warranties arising under these Terms or the Agreement. The indemnities contained in this Section shall survive the termination of the Agreement.

20. Our liability for any claim or any loss or damage arising out of these Terms or any Agreement, whether based on contract or tort, including negligence, shall be limited to the costs of replacing or repairing, at our option, the defective part of the Parking Solution.

21. During the term of the Agreement, you may have access to certain Confidential Information and you understand and agree to hold such Confidential Information in strict confidence and may not make use of, or disclose it to any third party, or individual without our written authorization. You must only use the Confidential Information for the purpose of operating the Parking Solution pursuant to the Agreement.

The “**Confidential Information**” means all non-public information, implicitly or explicitly, provided by us, or generated as a result of the performance of the Service, which shall include but not limited to:

- i. End-Users and Clients Information
- ii. Intellectual Property
- iii. Marketing and Development Information
- iv. Business Operation
- v. Proprietary Computer Code
- vi. Computer Technology
- vii. Accounting and Financial Information
- viii. Camera Information
- ix. Trade Secret
- x. Service Information
- xi. The confidential information will also include any confidential information that has been disclosed by a third party to the Parties, and protected by non-disclosure agreement
- xii. The confidential information will also include any information, data, material generated or gathered with use of our service, equipment, or techniques

Upon the expiration or termination of the Agreement, you must (and must ensure that each of your personnel does), immediately cease to use or make any further disclosure of any of our Confidential Information and return same to us, or erase them from your computer system if so required by us.

22. In the event that the ownership of your Site, or a service designated location is transferred to another entity. The Agreement will be automatically assigned to the succeeding party, and it is your sole responsibility to i) provide us a prompt notice about such events; ii) consent the succeeding party about the obligations and responsibilities under the Agreement and Terms.

23. You assume all the risks associated with the collection and use, via the Parking Solution, of any information about your customers or users (“**End-User**”), including but not limited to the license plate images of the End-Users. You should use the Acceptable Use Policy (see Appendix A) as a guideline. You acknowledge and agree that Freely is not responsible for any End-User information, including its accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Freely does not assume and will not have any liability or responsibility to you or any other person or user for your use or misuse of any End-User information. Freely is not obligated to backup any End-User information for you and End-User information may be deleted at any time. You are solely responsible for creating backup copies of your End-User information, if you desire.

24. In case of having any service-related question, problem, notice, or emergency, please contact us by email info@freely.io

25. In the event of changing the physical location of the office, or mailbox, the Parties should provide a prompt notice to the other Parties of the agreements five (5) business days prior.

26. All notices, requests, demands or other communications required or permitted by the terms of the Agreement should be written and delivered to the following address:

*Freely Parking
111 Grangeway Ave, Unit 403,
Scarborough, ON M1H 3E9*

MISCELLANEOUS

1. These Terms and the Agreement shall be governed and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties shall attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.
2. Notwithstanding anything to the contrary contained herein, if any party hereto is *bona fide* delayed or hindered in or prevented from the performance of any work, term, covenant or act required hereunder by reason of strikes, labour disputes, lock outs, power failures, riots, insurrections, sabotage, rebellions, war, acts of God, or other reasons of a like nature which is not the fault of the party delayed in the performance of any work, term, covenant, or act required hereunder, then performance of the same is excused for the period of the delay

and the party so delayed shall be entitled to perform such work, term, covenant or act within a reasonable time period after the expiration of the period of such delay; provided however that if the delay exceeds 180 days, then at any time after the expiry of such period, the party in whose favour the work, term, covenant or act was to be performed may terminate the obligation related to such work, term, covenant or act forthwith by notice in writing.

3. These Terms and the Agreement constitute the entire agreement between the parties respecting the subject matter herein and supersede all prior agreements, undertakings, negotiations, and discussions between the parties or their representatives, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as fully set forth herein.
4. You may not assign the Agreement without our prior written approval. We may assign the Agreement without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of our Freely's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Agreement or use of the Parking Solution or Service.
5. If any provision of these Terms or Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in these Terms or Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

Appendix A

ACCEPTABLE USE POLICY

Car Photos: Image files must exclusively feature the car, and the license plate, and shall not include any unlawful, or unauthorized content, or advertisement. Image files are recommended to be clear and must not be blurry, fuzzy, or contain any flash reflections. Image files must contain an accurate depiction of the subject matter they illustrate. Image files cannot contain pornography or other unlawful graphic images and must otherwise abide by the guidelines set forth in this section.

Technological Restrictions: In addition, you agree not to use the Parking Solution to: (1) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (2) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (3) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (4) interfere with, disrupt, or create an undue burden on servers or networks connected to the Parking Solution or violate the regulations, policies or procedures of such networks; (5) attempt to or impersonate another user or Freely or gain unauthorized access to the Parking Solution, other computer systems or networks connected to or used together with the Parking Solution, through password mining or other means; (6) harass or interfere with another user's use and enjoyment of the Parking Solution; or (7) introduce software or automated agents or scripts to the Parking Solution so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Parking Solution.

Monitoring, Suspension, and Termination: We reserve the right (but have no obligation) to review any End-User information (including any image files or reviews), investigate, and/or take appropriate action against you in our sole discretion (including removing or modifying your End-User information, terminating your User Account, and/or reporting you to law enforcement authorities) if we in our sole discretion suspect that you have violated the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person.