

**Capture Parking Revenue System
Terms and Conditions & Usage and Privacy Policy**

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Terms and Condition

These terms and conditions (“Terms”) set forth a legally binding agreement between you and Capture Parking Revenue Systems (“CPRS” or the “Company”) and its corporate affiliates, subsidiaries and divisions as may change from time to time. These terms and conditions specifically govern your use of the CPRS website to pay Parking Charges (“Service”). By accessing or using the Service you, your heirs, assigns, and successors (collectively, “you” or “your”) are indicating that you have read, understand, and agree to be bound by these Terms. If you do not agree to these Terms, then you must not access the Service. Acceptance of these Terms represents the formation of a separate agreement between you and CPRS and does not replace or amend any prior obligation or contract you may have entered into with CPRS—including the Parking Contract, which is a valid and enforceable agreement between you and CPRS.

BY AGREEING TO THESE TERMS AND CONDITIONS, YOU HEREBY PROVIDE CAPTURE PARKING REVENUE SYSTEMS WITH YOUR EXPRESS CONSENT TO OBTAIN YOUR NAME AND MAILING ADDRESS FROM

THE STATE DEPARTMENT OF MOTOR VEHICLES PURSUANT TO 18 U.S.C. § 2721. YOU FURTHER ACKNOWLEDGE THAT BY AGREEING TO THESE TERMS AND CONDITIONS YOU REAFFIRM AND RATIFY YOUR AGREEMENT TO THE PARKING CONTRACT POSTED AT THE CPRS MANAGED PARKING FACILITY, WHICH IS FULLY AND SPECIFICALLY INCORPORATED HEREIN, INCLUDING, BUT NOT LIMITED TO, THE BINDING ARBITRATION CLAUSE AND CLASS ARBITRATION WAIVER IN THE ARBITRATION PARAGRAPH BELOW.

a) Eligibility and Scope

You may use the Service only if you have the capacity to form a binding contract with CPRS, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. Without limiting the foregoing, the Service is only available to those who are at least 18 years old. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms except for in this sentence, refer to that organization or entity).

b) Payment

Our Service may require payments from you for the use of CPRS managed parking facilities or to pay CPRS Parking Charge Notices. You understand that only certain forms of payment may be accepted, and these acceptable forms of payment are subject to change at any time. You may provide us with a method of payment, and by doing so, you represent and warrant that you are authorized to use that method of payment.

We use a third-party payment provider for processing payment transactions. The third-party payment provider may impose insufficient funds, charges or other fees and its charges may be included in the CPRS charges or may be separately charged. We are not responsible for your interactions with third-party payment providers or for any charges or fees they may impose.

c) Warranties and Disclaimers

Your access to and use of the Service is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, CPRS AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security, or reliability of the Service or any content thereon. CPRS will not be responsible or liable for any harm to your person, vehicle, personal property, computer systems including loss of data, or other harm that results from your access to or use of the Service. You also agree that CPRS has no

responsibility or liability for its deletion of, or the failure to store, retain, or transmit, any records related to you. We make no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error free basis. No advice or information, whether oral or written, obtained from CPRS or through the Service, will create any warranty not expressly made herein.

d) Indemnification

You agree to indemnify, hold harmless and defend CPRS with respect to any claim, demand, cause of action, debt, liability, damages, costs or expenses, including reasonable attorney's fees and expenses of CPRS's selected attorneys, arising from any third party claim against CPRS relating to (i) your violation of law; (ii) your infringement of any Intellectual Property or similar proprietary rights of any person or entity; (iii) your improper or illegal use of the Service; (iv) any act or omission or willful misconduct of yours; (v) any breach of any of your representations, warranties, or covenants made herein; (vi) any failure by you to comply with these Terms and Conditions; (vii) and any claims arising from the Parking Contract.

Please note that operating a cell phone or any other device while driving can be dangerous and we advise you not to use our Service while operating a vehicle. You agree to indemnify and hold CPRS harmless from any or all liability whatsoever for any harm, loss or injury related to use of our Service while operating any kind of vehicle

e) Limitations of Liability

By using the Service, you hereby release, remise and forever discharge and give up any and all claims which you may have against CPRS, which now or hereafter arise from, relate to or are connected with the Parking Contract, Service or any third party's use of the Service. You further waive, release and give up any and all claims and defenses arising from or relating to any act, event or omission. This includes, without limitation, any claim which could be asserted now or in the future under (i) common or civil law; (ii) any CPRS's policies, practices, or procedures; and/or (iii) any federal, state, provincial, and/or local statutes or regulations.

f) Parking Contract

The Parking Contract is a collateral document to these Terms and is specifically incorporated herein. Accepting these Terms further ratifies your agreement(s) to be bound by the Parking Contract consistent with your use of one or more CPRS managed parking facilities-. Acceptance of these Terms only ratifies your prior agreement regarding the Parking Contract and does not replace or amend its terms.

YOU ARE ENTERING PRIVATE PROPERTY

The posted parking rules are enforced 24 hours per day, 7 days a week, by CPRS. You must register, validate, or pay for parking at all times.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS OFFER, YOU MAY NOT USE THIS LOT AND MUST LOCATE ALTERNATIVE PARKING. IF YOU DO NOT PAY FOR PARKING OR FOLLOW ALL PARKING LOT RULES, YOU WILL BE ISSUED A PARKING CHARGE NOTICE UP TO **\$250**, OR YOUR VEHICLE MAY BE **BOOTED OR TOWED**. VEHICLES WITH DISABLED PERMITS MUST PAY FOR PARKING. UNPAID PARKING CHARGE NOTICES WILL BE ASSIGNED TO A DEBT COLLECTOR FOR COLLECTION.

This Lot is monitored by License Plate Recognition Technology to ensure compliance. If you do not comply, be advised that a Parking Charge Notice will be sent to you by U.S. Mail. By parking in this Lot, you grant Capture Parking Revenue Systems, LLC. permission to obtain the vehicle's registered owner's name and address.

NOTICE OF ARBITRATION AGREEMENT

By parking in this lot, you agree that any claim or controversy relating to this Parking Contract shall be resolved by BINDING ARBITRATION. You agree to give up your right to go to court (except matters that may be taken to small claims court). You agree to arbitrate solely on an individual basis. THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. In the event the prohibition on class arbitration is deemed unenforceable, the entire agreement to arbitrate shall be null and void.

This agreement shall be governed by the Federal Arbitration Act. The arbitration will be administered by the American Arbitration Association. Visit www.ard.org or call (800) 778-7879.

Usage and Privacy Policy

This policy governs the Automated License Plate Recognition System ("ALPR System" or "System") operated by the Company, and applies to our employees, customers, and camera affiliates who have access to or use our System. Our ALPR System is a searchable computerized database resulting from the operation of one or more mobile or fixed cameras combined with computer algorithms to read and convert images of registration plates and the characters they contain into computer-readable data. The information contained in the System ("LPR Data") includes images of license plates, plus the date, time, and location when the images were collected, and the license plate characters and numbers associated with the image. The images stored in the System are collected from areas visible to the public where there is no reasonable expectation of privacy. The collection and dissemination of the information contained in the System is protected activity under the First Amendment to the US Constitution. Moreover, LPR Data stored in our System does not include any personally identifying information ("PII"), or information which relates the license plate image to the driver or registered owner of a vehicle. PII contained

in vehicle registration information is protected by federal law (Driver's Privacy Protection Act, Title 18, US Code, Section 2721 et seq.) and state laws. Law enforcement and other users may have access to vehicle registration information, and other sources of PII, which they may correlate with LPR Data stored in the System to create vehicle hot lists in accordance with the above referenced federal law. All hot list fields other than the license plate number itself are encrypted to protect any PII that may exist in these hot lists.

a) Use and Collection of LPR Data

The Company authorizes collection of LPR Data for the use of the Company and its customers in connection with any Company managed parking facilities, past, present, and future, consistent with this policy. The Company does NOT make the ALPR System or data it contains available to individuals for personal, noncommercial purposes. However, the Company will share the collected data:

- With government authorities and third parties involved in court action, including external agencies and organizations (including the police and the relevant local authority) for the purpose of complying with applicable legal and regulatory obligations.
- When we believe that disclosure is (1) reasonably necessary to comply with any applicable law, regulation, subpoena, legal process or enforceable governmental request; (2) necessary to enforce the provisions of the Policy; (3) required to enforce our terms, including investigation of potential violations; or (4) necessary to investigate or protect against actual or threatened harm to the rights, property, or safety of Capture Parking Revenue Systems, our Users, or the public as required or permitted by law.

You acknowledge and agree that we cannot be held liable for the actions or omissions of any party with whom we share your information, and such information will be governed by such parties' policies, procedures, and practices.

b) Users and Training

All employees of the Company are authorized to use the ALPR System to demonstrate the System to customers, or potential customers, provide customer support, or collect data for purposes authorized by this policy. All independent contractors of the Company are authorized to use the ALPR System for purposes consistent with their underlying contract with the Company and this policy. All authorized employees and independent contractors that collect LPR Data are required to read and understand any documents (e.g., the operational manual for the specific camera type) necessary to successfully operate a camera. Additionally, all authorized employees and independent contractors that collect LPR Data are required to read and understand "Know Your Rights: Photographers" published by the American Civil Liberties Union (ACLU) located at: <https://www.aclu.org/know-your-rights-photographers> (July 2014).

c) Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

d) Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and P&TC agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

e) Monitoring and Compliance

The Company is not aware of any individual privacy interest applicable to the anonymous LPR Data contained in the System, however, because the Company considers LPR Data a valuable asset of the Company, we maintain usage logs, and periodically audit such logs, to ensure the security of our data assets and compliance with this policy. The usage logs include the following information:

1. The date and time LPR Data is accessed.
2. The IP address from which the LPR Data is accessed.
3. The license plate number or other data elements used to query the System.
4. The username of the person who accessed the information and, as applicable, the organization or entity with whom the person is affiliated.
5. The purpose for accessing the information.

f) Sale, Sharing or Transfer of LPR Data

The Company licenses our commercially collected LPR Data to customers for the authorized uses set forth in Section A of this policy. The Company shares the results of specific queries for use by its customers consistent with this policy and pursuant to the customer's license agreement. Through an affiliate subsidiary of our parent Company, the Company collects data for commercial purposes and does not collect data on behalf of law enforcement agencies.

g) Custodian or Owner of the ALPR System

The Company is the custodian and owner of the ALPR System and is responsible for implementing this policy.

h) Accuracy of LPR Data

The collection of LPR Data is automated so that the license plate images, and the details of when they are collected, are included in the System without review, along with the computer translation of the license plate number. Although very infrequent, the license plate translation is sometimes inaccurate or incomplete. To avoid mistaken use of LPR Data the Company employs staff to verify the computer translation before taking any action as a result of LPR Data. The Company corrects mistaken translation and other database errors when identified.

i) Retention

The Company retains LPR Data if it has commercial value. The Company periodically evaluates the use of historical LPR Data to determine if the cost to maintain the data exceeds its value.

j) Revisions of Usage and Privacy Policy

The Company reserves the right to revise this policy at any point in the future and such changes will be retroactively applicable to data collected prior to any revision of this policy.

k) Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser or looking for "https" at the beginning of the address of the web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment

Capture Parking Revenue Systems believes strongly in an individual's right to

privacy. This policy summarizes what personally identifiable information we may collect on this website, and how we may use this information. This commitment reflects the value we place on earning and keeping the trust of our employees, customers, business partners and others who share their personal information with us.

FAQ's

What information do we collect?

We collect information from you when you register on our site, subscribe to our newsletter, respond to a survey, fill out a form or send us an email.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

To respond to your inquiries and requests

(your information helps us to better respond to your individual needs)

To improve our website

(we continually strive to improve our website offerings based on the information and feedback we receive from you)

To improve customer service

(your information helps us to more effectively respond to your customer service requests and support needs)

To administer a promotion, survey, or other site feature

To send periodic emails

The email address you provide for order processing, may be used to send you information and updates pertaining to your order, in addition to receiving occasional Company news, updates, related product or service information, etc. Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

Do we use cookies?

Yes (Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain non-personal information (i.e. your web browser, pages visited, duration of visit, etc).

We use cookies to compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the

information collected on our behalf except to help us conduct and improve our business.

If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your browser settings. Like most websites, if you turn your cookies off, some of our services may not function properly. However, you may still contact us by phone or mail.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third party links

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Your Consent

By using our site, you consent to our web site privacy policy.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page