

General terms of use for users of PARKMEWISE service

1. Definitions

1.1 Individual terms used in these general terms of use have the meanings indicated below:

General terms are these general terms of use for PARKMEWISE service intended for users of PARKMEWISE service that determine conditions, limitations and methods of use for PARKMEWISE service.

Instructions are issued by the provider and describe the use of PARKMEWISE service, as well as determine steps or a method of use for PARKMEWISE service and other terms of service (e. g. technical specifications that must be met by the user). Updated instructions are published on the web page www.parkmewise.com and represent an integral part of these general terms.

PARKMEWISE service enables users to pay for parking in two different ways:

via the system of short text messages (SMS) in the form of a one-time payment or using a credit on one's account;

via mobile and web application PARKMEWISE enabling you to pay for parking with Moneta card, PayPal, mBills Petrol and payment cards of different issuers in the form of a one-time payment or in the form of a credit which you can use to pay for parking.

Provider is the company 2Mobile, svetovanje in posredovanje, d.o.o., Verovškova ulica 55, 1000 Ljubljana, which provides PARKMEWISE service in accordance with these general terms and conditions. Company 2Mobile, svetovanje in posredovanje, d.o.o. is a taxpayer with VAT identification number SI56 82898286, registration number: 6125123000 and transaction account number: SI56 2900 0005 0482 052 (Unicredit Banka Slovenija d.d.). Provider's E-mail address: info@2mobile.si.

Client is an operator of parking areas and a client of PARKMEWISE service who has signed an agreement with the provider to perform PARKMEWISE service with intent to provide PARKMEWISE service to users on parking areas under his control.

User is a user of PARKMEWISE service and in if paying for parking via the SMS system or Moneta, PayPal and payment card also a user of networks of mobile operators Telekom Slovenije, A1 Slovenija, Telemach and T-2.

Mobile operators are companies Telekom Slovenije, A1 Slovenija, Telemach in T-2.

2. Terms of service PARKMEWISE

2.1. General

2.1.1 The provider individually determines the content and terms to perform PARKMEWISE service, as well as everything else regarding PARKMEWISE service.

2.1.2 The provider facilitates the performance of PARKMEWISE service on parking areas that are at all times listed on the web page www.parkmewise.com. Parking areas are managed by individual clients (e. g. municipalities, public utility companies etc.) and the provider shall not assume any responsibility for matters regarding parking areas. The provider is solely responsible for the operation of PARKMEWISE service within the range and under the terms of these general terms of use.

2.1.3 Users are obliged to use PARKMEWISE service in accordance with general terms, respective instructions of the provider, valid rules and in a way and content that are coherent with the provider's purpose to provide PARKMEWISE service. If these general terms and conditions are breached, a user – violator is accountable to the provider, client and third parties for all the damages caused and the provider has the right to prevent the user from using PARKMEWISE service any further.

2.1.4 The provider tries to do the best to his abilities to ensure that data within the PARKMEWISE service are always up-to-date, however he shall not be held responsible for eventual inaccurate and outdated published data. On top of that the provider is not accountable for any eventual unavailability of PARKMEWISE service, access failures and interruptions during the use of PARKMEWISE service, as well as for any other failures regarding PARKMEWISE service, however he will do his best to resolve any such interruptions or failures as soon as possible.

2.1.5 The provider is allowed to temporary or permanently terminate the operation of PARKMEWISE service in the following cases:

(i) due to a failure, damage, natural or any other disaster and other similar reasons he is not able to guarantee or provide technical functioning of PARKMEWISE service,

(ii) due to maintenance work, described in point 6 of general terms of use,

(iii) due to other well-grounded reasons in accordance with its own professional judgement.

2.1.6 Payment transactions performed by users in accordance with these general terms of use are submitted via telecommunication, digital or information-technological devices enabled for payment (parking, including loading credit on one's account), submitted to telecommunication, digital or information-technological devices and used on those devices, while the provider of PARKMEWISE service, representing such telecommunication, digital or information-technological system, enhanced the content by adding key characteristics in the form of access, transaction and search functions, therefore it does not act only as an intermediary between the user and client.

2.1.7 In cases when users pay for parking via SMS system or Moneta card, bills for the payment of parking are issued to them by their mobile operators. If users pay for parking with their payment card, bills are issued by their card issuer. Each bill states that it was issued for the payment of parking using PARKMEWISE service. The provider (himself or through a mobile operator) charges users for the parking on behalf of the client and the payment is submitted to its account.

2.1.8 With the installation or use of the mobile or web application and with the use of SMS system for payment of parking a user confirms that he has read, understood and agreed to these general term of use, including all documents these general terms refer to and he agrees to accept those general terms and is committed to them. If a user does not agree to these general terms of use, he should not install the mobile or web application and should not use it or use SMS system for the payment of parking.

2.1.9 Upon the written request of a user he will be provided with the access to data regarding matters of contract between a user and the provider in respect of the use of PARKMEWISE service.

2.1.10 PARKMEWISE service enables users to pay for parking in the form of a one-time payment, however they can also upload a credit on their accounts and pay for parking until there is enough money on the account. Users know and agree that the provider does not return the amount of credit that was paid up.

2.1.11 A user with the confirmation of the general conditions of service ParkMeWise agrees that the contracting authority can only inform only on services which are linked to service ParkMeWise. Informs can be via SMS, push messages via mobile app or via e-mail. The contracting authority must enable user may at any time unsubscribe from receiving these messages via SMS, check out the app or sign up via e-mail.

2.2. Use of PARKMEWISE service via the SMS system

2.2.1 Every sent SMS is charged to the user according to a valid pricelist of the mobile operator service provider (Telekom Slovenije, A1 Slovenija, Telemach in T-2). The use of parking area is paid according to the price list of parking determined and published by the contractor respectively.

2.2.2. Users receive SMS messages and send SMS messages and MMS messages to a short commercial number (e. g. 4333).

2.2.3 In order to be able to perform PARKMEWISE service on a short commercial number a client shall lease a key word (e. g. »PARKING«). A client receives messages from users and/or sends messages to users via this key word.

2.3. Use of PARKMEWISE service via mobile or web application PARKMEWISE

2.3.1 In order to be able to use PARKMEWISE service via mobile or web application PARKMEWISE a user has to register for the mobile or web application PARKMEWISE and confirm that he/she agrees with these general terms.

In order to access the mobile or web application PARKMEWISE a user has to create and use his own user account (hereafter: user account). A user guarantees that all the information he has provided regarding his user account are genuine, correct, complete and up-to-date. If a user provides false, incorrect, incomplete or outdated information or if the provider has reasons to believe that information is false, incorrect, incomplete or outdated, the provider has every right to terminate the user's account and prevent him from using the mobile or web application PARKMEWISE in the future. Moreover, a user is solely responsible for all activities on his account and regarding his account and is obliged to protect his password from unjust use. In case of an unjust use of a password he is obliged to inform the provider immediately.

User can also create a business account which he can link up with other users who have already created a user account. Users assigned by the holder of business account can use the funds uploaded by the business account holder. Moreover, a user is solely responsible for all activities on his business account and regarding his account and is obliged to protect his password from unjust use. In case of an unjust use of a password he is obliged to inform the provider immediately

2.3.1.1 The user can also add funds on a business account even with pro forma invoice. The provider will transfer the funds within two working days.

2.3.2 Means of payment

Payment with credit card is performed in accordance with the procedure that is defined in the instructions of individual provider.

When paying with a credit card a user has to provide the name of the credit card owner as it is written on the payment card (name and family name), card's number, its validity date and any other possible information required by the paying system.

The provider uses appropriate technological and organizational means to protect the transfer and storage of personal data and payments. To this intent PARKMEWISE service uses 128-bit SSL certificate issued by the competent organization.

When paying with mBills Petrol the user uploads funds. The user must have created a user account on mBills Petrol and have a sufficient funds.

When paying with PayPal, the user uploads funds, but they need to have a previously created user account on PayPal and have a sufficient funds. PayPal charges users a transaction fee.

Moneta is a deferred payment instrument that enables the user to make cashless payments for goods or services through the mobile telephone number and mobile network of the mobile operator.

2.3.3 The provider guarantees his users a non-exclusive, non-transferable right and a right of revocation to use mobile or web application PARKMEWISE on the area of the Republic of Slovenia, as well as to the extent and for the time of a respective payment or use of a credit on the card (hereafter: right to use). A user cannot transfer the right to use, earned on the basis of these general terms, to a third party or award a sub-license. Within the right to use users can only:

download the web or mobile application PARKMEWISE, install and use it on a mobile phone, tablet or computer which they own or use (hereafter: device);

access mobile or web application PARKMEWISE and use it on a device in accordance with these general terms.

2.3.4 A user is informed that in order to use the mobile and web application PARKMEWISE an internet connection has to be established. The price for the internet lease is not included in the parking price. Therefore, additionally to the parking price a user will be charged for internet directly by his internet connection provider.

2.3.5 In order to use the mobile and web application PARKMEWISE a user is obliged to guarantee that all technical conditions provided on the web page www.parkmewise.com are met on his own expense.

3. Protection of personal and other data

3.1. In order to use PARKMEWISE service a user has to enter the required data (e. g. car registration number, mobile number, e-mail address) via his mobile phone or mobile and web application PARKMEWISE. It is understood that with using PARKMEWISE service a user agrees that data he enters are accessible to a client and the provider and that they are processed in a way and under conditions, determined in these general terms and by valid regulations.

3.2 The controller of personal data provided by the user, is a client. The provider acts as a contractual processor of personal data and is obliged to protect personal data unconditionally, store them and handle them according to the valid Personal Data Protection Act, as well as to process them exclusively for the purposes of PARKMEWISE service. The provider will not submit personal data or allow their use to third parties or institutions or process them otherwise, except in cases determined by the law and always in accordance with the client's approval.

3.3. The client assumes responsibility to protect personal data and process personal data in accordance with valid regulations. He shall not be held eligible and responsible when an individual client does not fulfill its obligations in relation to the protection of personal data as defined in this article and with respect to valid regulations. In providing PARKMEWISE service the provider only acts as an intermediary between a client and a user or as an entering point for communication between a client and a user.

4. Duration and modification of general terms

4.1 These general terms are always accessible to users on web page www.parkmewise.com. These general terms are binding for all users of PARKMEWISE service. It is understood that a user using PARKMEWISE service confirms he has read the entire content of these general terms and entirely accepts them and agrees with them. If a user does not agree with the content of general terms he should not use PARKMEWISE service.

4.2 The provider can modify these general terms at any time. The provider will post every modification of general terms on the web page www.parkmewise.com at least 15 days prior to its enforcement.

4.3 If a user does not agree to modified general terms, he has to stop using PARKMEWISE service immediately. If a user continues to use PARKMEWISE service according to the previous sentence, it shall be considered that he agrees to the modifications, modifications apply to him and oblige him.

4.4 In case of temporary or permanent termination of operation of PARKMEWISE service the provider will inform its clients and users in an appropriate manner as soon as possible.

5. Intellectual property right

6.1 PARKMEWISE service is protected by intellectual property right. The provider is the owner of all intellectual property rights regarding PARKMEWISE service.

6.2 The entire content of PARKMEWISE service is copyright protected with valid regulations on copyrights and international agreements on copyrights, as well as other valid regulations such as creation of intellectual property or data base.

6. Maintenance

6.1 The provider will occasionally, mostly during night or to his own judgement perform procedures to assure uninterrupted operation of PARKMEWISE service and will perform maintenance work accordingly. The provider will inform his users about the maintenance work in advance via the web page www.parkmewise.com, except in cases when such prior notification will not possible due to the necessity of maintenance work.

6.2 The operation of PARKMEWISE service depends on a general operation of electronic communication network of mobile operators and internet providers. The provider will do its utmost to assure an uninterrupted operation of PARKMEWISE service, whereby he cannot be held responsible for non-functioning or interrupted functioning of electronic communication network and non-functioning of services of other providers on which PARKMEWISE service depends on.

7. Exclusion and limitation on liability of a provider and responsibility of a user

7.1 The provider cannot be held responsible for any damages resulting from the use of PARKMEWISE service or in relation to it, if damages are the result of:

(i) treatment of a user or person a user is responsible for;

(ii) treatment of a third party;

(iii) force majeure; force majeure also includes longer interruptions of supply or interrupted supply of electrical energy, unforeseen defects on hardware or software, power failure on electronic communication network or access error, technical difficulties of other products and services

suppliers that the provider needs or uses; these events are considered as force majeure even if they originate at the provider.

7.2 The provider has limited liability for damages and in accordance with the limitation (i) guarantees only for damages or damage claims based on an error intentionally caused by the provider or due to severe negligence (ii) he is not in any case and/or regardless of the reason for a claim event in connection with the implementation of PARKMEWISE service liable for indirect damages or profit loss (iii) the possible accountability of the provider for an individual claim event is limited to EUR 50.00.

7.3 A user using PARKMEWISE service in such a way that is harmful to the provider, client or third parties, is obliged to compensate for damages according to the general regulations on liability of damages. Transmission of data required for enforcing damage claims to the victim or his representative, court or any other authority is not considered as a violation of commitment to protect business secrets or personal data.

8. Dispute settlement

8.1 The provider and a user will try to resolve all possible disputes by common agreement. Any disputes the parties could not resolve in agreement are to be resolved by the court in Ljubljana.

9. Final provisions

9.1 All issues not regulated by these general terms and conditions are a subject of provisions of valid regulations in the Republic of Slovenia.

9.2 These general terms shall enter into force on December 16, 2019.