

IP Parking POS Terms of service / End User License Agreement

Effective Date: January 29, 2025

Version: 1.0

1 Agreement to Terms

By downloading, installing, or using the IP Parking POS application ("App") on the Clover Point of Sale system, you ("Merchant," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the App.

These Terms constitute a legally binding agreement between you and IP Parking ("Company," "we," "us," or "our"), a company with headquarters at Industrieweg 19, 5753 PB Deurne, The Netherlands.

2 Description of Service

IP Parking POS is a parking payment processing application that operates exclusively on the Clover Point of Sale platform. The app facilitates parking payment transactions by:

- 🌐 Recording parking ticket numbers
- 🌐 Processing parking payments through Clover's payment system
- 🌐 Generating parking transaction reports
- 🌐 Validating parking tickets

Important: IP Parking POS does NOT process payments directly. All payment processing is handled by Clover's secure payment platform.

3 License Grant

3.1 Limited License

Subject to your compliance with these Terms, IPParking grants you a limited, non-exclusive, non-transferable, revocable license to use the App solely for your internal business purposes in connection with your Clover POS system.

3.2 License Restrictions

You may not:

- 🌐 Copy, modify, or create derivative works of the App
- 🌐 Reverse engineer, decompile, or disassemble the App
- 🌐 Rent, lease, loan, resell, sublicense, or distribute the App
- 🌐 Use the App for any illegal or unauthorized purpose
- 🌐 Remove or alter any proprietary notices from the App

- 🌐 Use the App to process payments outside of the Clover platform

4 Merchant Responsibilities

4.1 Account Requirements

- 🌐 You must have a valid Clover merchant account
- 🌐 You must provide accurate and complete information
- 🌐 You are responsible for maintaining the confidentiality of your account credentials
- 🌐 You must notify us immediately of any unauthorized use of your account

4.2 Compliance

You agree to:

- 🌐 Comply with all applicable laws and regulations
- 🌐 Use the App only for legitimate parking facility operations
- 🌐 Ensure your use of the App complies with Clover's terms of service
- 🌐 Obtain all necessary consents from your customers for data processing

4.3 Prohibited Uses

You may not use the App to:

- 🌐 Process fraudulent transactions
- 🌐 Violate any laws or regulations
- 🌐 Infringe on intellectual property rights
- 🌐 Transmit viruses or malicious code
- 🌐 Interfere with the App's operation

5 Fees and Payment

5.1 App Fees

- 🌐 Fees for the App are as specified in the Clover App Market
- 🌐 All fees are processed through Clover's billing system
- 🌐 Fees are non-refundable except as required by law

5.2 Transaction Fees

- 🌐 Payment processing fees are set by Clover and/or your payment processor
- 🌐 IP Parking does not charge additional transaction fees
- 🌐 You are responsible for all fees associated with your Clover account

6 Data and Privacy

6.1 Data Collection

As detailed in our Privacy Policy:

- 🌐 We only collect parking ticket numbers
- 🌐 We do not collect or store payment card information
- 🌐 We do not collect personal customer information
- 🌐 All payment data is handled by Clover

6.2 Data Ownership

- 🌐 You retain ownership of your transaction data
- 🌐 We have a limited license to use your data solely to provide the App services
- 🌐 You can request deletion of your data at any time

6.3 Data Security

- 🌐 We implement industry-standard security measures
- 🌐 However, no system is 100% secure
- 🌐 You are responsible for maintaining the security of your Clover device and account

7 Intellectual Property

7.1 IP Parking Property

The App and all associated intellectual property rights belong to IP Parking. This includes but is not limited to:

- 🌐 Software code
- 🌐 User interface designs
- 🌐 Logos and branding
- 🌐 Documentation

7.2 Feedback

Any feedback, suggestions, or ideas you provide about the App become the property of IP Parking and may be used without compensation to you.

8 Disclaimers and Limitations

8.1 "As Is" Service

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8.2 No Guarantee

We do not guarantee that:

- 🌐 The App will be error-free or uninterrupted
- 🌐 The App will meet your specific requirements
- 🌐 Any errors in the App will be corrected

8.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- 🌐 OUR TOTAL LIABILITY SHALL NOT EXCEED THE FEES YOU PAID FOR THE APP IN THE PAST TWELVE MONTHS
- 🌐 WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES
- 🌐 WE SHALL NOT BE LIABLE FOR LOST PROFITS, REVENUE, OR DATA

8.4 Payment Processing Disclaimer

IP Parking is not responsible for:

- 🌐 Payment processing errors or failures
- 🌐 Clover platform outages
- 🌐 Issues with your payment processor
- 🌐 Chargebacks or payment disputes

9 9. Indemnification

You agree to indemnify, defend, and hold harmless IP Parking, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including legal fees) arising from:

- 🌐 Your use of the App
- 🌐 Your violation of these Terms
- 🌐 Your violation of any rights of another party
- 🌐 Your violation of any applicable laws

10 Term and Termination

10.1 Term

These Terms remain in effect as long as you use the App.

10.2 Termination by You

You may stop using the App at any time by uninstalling it from your Clover device.

10.3 Termination by IP Parking

We may suspend or terminate your access to the App immediately if:

- 🌐 You violate these Terms
- 🌐 We are required to do so by law
- 🌐 We discontinue the App
- 🌐 Your Clover account is terminated

10.4 Effect of Termination

Upon termination:

- 🌐 Your license to use the App ends immediately
- 🌐 You must stop using the App
- 🌐 Sections that by their nature should survive termination will remain in effect

11 Changes to Terms

We may update these Terms from time to time. We will notify you of material changes by:

- 🌐 Updating the "Effective Date" at the top of these Terms
- 🌐 Sending a notification through the App or Clover platform
- 🌐 Requiring your acceptance of new Terms before continued use

Your continued use of the App after changes constitutes acceptance of the updated Terms.

12 General ProvisionsGoverning Law

12.1 Governing Law

These Terms are governed by the laws of the Netherlands, without regard to conflict of law principles. However, if you are located in the United States, these Terms are governed by the laws of the State of Delaware.

12.2 Dispute Resolution

Any disputes arising from these Terms shall be resolved through binding arbitration in accordance with the rules of the International Chamber of Commerce (ICC).

12.3 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and IP Parking regarding the App.

12.4 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in effect.

12.5 No Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision.

12.6 Assignment

You may not assign these Terms without our prior written consent. We may assign these Terms without restriction.

13 Regional Provisions

13.1 European Union

For merchants in the EU:

- You have statutory rights under EU consumer protection laws
- Nothing in these Terms limits your statutory rights
- Data processing is subject to GDPR requirements

13.2 California

For merchants in California:

- You may have additional rights under California law
- Our Privacy Policy includes CCPA-specific provisions

14 Contact Information

For questions about these Terms, please contact us at:

IP Parking Head Quarters

Industrieweg 19
5753 PB Deurne
The Netherlands
Phone: +31 492 521 133

IP Parking North America

21620 Ridgetop Circle Suite 170
Sterling, Virginia, 20166 USA
Phone: +1 646 517 5433

Email: legal@ipparking.com