

TERMS OF SERVICE & PRIVACY POLICY

(Last Updated: 25 Jan, 2022)

Welcome! By using SpotGenius.com and/or the SpotGenius Mobile App (collectively the “Site”) you agree to be bound by the following terms and conditions (the “Terms” or “Agreement”) and the SpotGenius Privacy Policy (“Privacy Policy”). SpotGenius.com and the SpotGenius Mobile App are owned and operated by Visint LLC therefore as used in this Agreement Visint LLC will be referred to as “SpotGenius” or “we” and you will be referred to as “you”. All rights of SpotGenius are reserved on behalf of Visint LLC

General Terms and Conditions

Acceptance: By using the Site and any provided parking information, materials and documents (“Materials”) made available on the Site you are agreeing to be bound by the following Terms including any notices contained or referenced within. If you do not wish to be bound by these Terms please do not use the Site or Materials. We reserve the right, in our sole discretion, to periodically modify or supplement these Terms. Therefore, please check periodically for modifications. All amended Terms become effective as to you upon being posted and your continued use of the Site. If you do not agree to any changes you must cease use of the Site. Additionally, by using the Site you represent that you are of sufficient legal age to enter into this Agreement and create a binding legal obligation for any liability you may incur as a result of your use of the Site. You agree to promptly update your membership information (if applicable) in order to keep it current, complete, and accurate.

You confirm that you have read and also accept the terms of our Privacy Policy, the terms of which are hereby incorporated into this Agreement. You hereby consent to the use of your personal information by SpotGenius and/or third-party providers and distributors in accordance with the terms of the and for the purposes set forth in the Privacy Policy. SpotGenius makes no representation or warranty, and hereby disclaims any and all liability, with regard to the sufficiency of the security measures used for data handling and storage. SpotGenius will not be responsible for any actual or consequential damages that result from a security breach or technical malfunction.

Ownership and Reservation of Rights: The SpotGenius name, logo, all related product and service names, design marks, and slogans are the trademarks or registered trademarks of Visint LLC. All other product and service marks contained herein are the trademarks of their respective owners. Without the express written consent of us, you are not permitted to use the SpotGenius name, logo, or mark in any advertising, publicity or in any other commercial manner or use the SpotGenius domain name or any domain name that is confusingly similar to our domain name. You may not use any third party’s trademark or logos without the prior written consent of the applicable trademark owner.

The Site contains various information in the form of data, text, graphics, and other materials from SpotGenius and third parties (the “Site Content”). You acknowledge that the Site and the various elements contained therein, including but not limited to images, text, graphics, and references are protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Site Content shall remain the property of SpotGenius or its licensors. You agree to comply with all intellectual property laws and you shall not encumber any interest in or assert any rights to the Site Content. You may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Site Content, in whole or part.

As between SpotGenius and you; SpotGenius retains all rights, titles, and interest in and to all intellectual property rights embodied in or associated with the Site, including without limitation, the API, Database, Site Content, trademarks, and any and all Services and any content created or derived therefrom (collectively "SpotGenius Intellectual Property"). There are no implied licenses under this Agreement, and any rights not expressly granted to you are reserved by SpotGenius or its suppliers. You shall not take any action inconsistent with SpotGenius's ownership of SpotGenius Intellectual Property. Neither party shall exceed the scope of the licenses granted and all license rights granted are non-sublicensable, non-transferable and non-assignable.

Without limiting our rights or remedies of this Agreement or at law and in equity, we may investigate complaints related to your use of the Services, the Site and alleged violations of this Agreement and we may take any action we deem necessary and appropriate in connection with such alleged violations, including but not limited to reporting any suspected activity to the appropriate law enforcement authority or appropriate persons or entities. Our failure to enforce our rights or remedies available to us with respect to your breach or violation of this Agreement shall not constitute a waiver of such breach or of any prior, concurrent, or subsequent breach of the same or any other provision of this Agreement. Please be aware that even if you do not give us your real name, your web browser transmits a unique internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

SpotGenius Services: The services provided by SpotGenius are limited to informing our customers of the location and apparent availability of parking and may provide customers the ability to book parking (the "Services"). Despite the convenience of the Services, the decision to utilize the Services are solely yours and you assume the responsibility and any assumption of risk associated with the Services. The allocation of parking spaces within a lot is solely under the control of the lot operator or attendant or uncontrolled if not attended. We, therefore, cannot be responsible for any consequences arising from the lack of suitable parking. In all cases, the parking arrangement will be governed by the agreement with the operator of the parking facility as posted at their location or provided to you by them.

For clarification, SpotGenius does not:

1. Endorse the use of cell phones or other distracting devices while driving;
2. Provide a parking service, operate a parking lot, or otherwise accept custody of motor vehicles; that service is provided by others and they are in no way our agents or acting on our behalf;
3. Accept any responsibility whatsoever regarding the safety of persons or property in the locations selected by you;
4. Guarantee the availability of a specific parking spot in the location you selected;
5. Assume any responsibility whatsoever for the consequences of not being able to park or delays associated with parking;
6. Warrant that the internet, our website or any email from us is free of 'viruses' or other potentially harmful effects.

These Services are intended for PERSONAL, NON-COMMERCIAL USE (except by Sellers and Developers in accordance with the applicable terms and conditions set forth below). You may not copy, reproduce, alter, modify, create derivative works from, rent, lease, loan, sell, distribute

or publicly display any of the Material without the prior written consent of us. You may not use robots or other automated means to access the Site unless specifically permitted by SpotGenius.

We may modify or cease providing all or part of the Services at any time, including adding or deleting content or features or disabling certain aspects of the Services. Any modification or elimination of all or part of the Services will be done at our discretion and without an ongoing obligation or liability to you. Your personal access to all or part of the Site and Services may be terminated or suspended at any time, with or without notice and for any reason. Upon termination or suspension, your right to access the Site and use the Services shall immediately cease. If your access to the Services is suspended or terminated by us, you agree that you will not attempt to access the Services by any alias, fraudulent identity, or otherwise without our express approval.

Permission is granted to electronically copy and print in hard copy portions of this Site for the sole purpose of using this Site. Any other use of materials or Content on this Site, including reproduction for a purpose other than that noted above without SpotGenius's prior written consent, is prohibited.

User Accounts: In order to fully participate in all Site activities, you must register for an account on the Site (a "User Account") by providing an email address and a password or other 3rd party authentication services for your User Account. You agree that you will never divulge or share access information to your User Account with any third party for any reason. You also agree that you will create, use, and access only one User Account, and that you will not access the Site using multiple User Accounts. The creation of multiple accounts is a violation of this Agreement.

Pricing: All parking prices on SpotGenius.com are set directly by the parking garage owner or operator, not SpotGenius. Parking garage owners or operators may charge an additional fee for oversized vehicles, it is within the owner or operator's sole discretion to determine what qualifies as an oversized vehicle. Prices for parking can vary based on several factors including but not limited to; location (city), distance, time of reservation, date of reservation, and event schedules. SpotGenius, in its sole discretion, may add a convenience or administration fee to the posted parking rates. By purchasing parking thru the SpotGenius Sites you agree to pay the amount shown at the time you make the reservation.

User Comments, Feedback, and Other Submissions: All comments, feedback, suggestions, and ideas (collectively, "Comments") disclosed, submitted or offered to SpotGenius, in connection with your use of this Site shall be and remain the exclusive property of SpotGenius, Inc. and may be used by SpotGenius in any medium and for any purpose worldwide without obtaining your specific consent. For example, your Comments could be used on the Site or in radio, television, and print advertisements. Your first name, the first initial of your last name, and the town and state you live in may be used with any Comments you submit. SpotGenius is under no obligation to maintain your Comments (and the use of your first name and first initial of your last name with any comments) in confidence, to pay to you any compensation for any Comments submitted, or to respond to any of your Comments. You agree you will be solely responsible for the content of any Comments you make.

Links to Other Websites and Services: To the extent the Site contains links to outside services and resources, any such links are provided for your convenience only. We do not control those outside services or resource providers, and we are not responsible for their content or practices, including their privacy practices. We do not endorse the operators of those outside services or resource providers, nor do we endorse or make any representations with respect to the contents of their websites or any products or services offered on those websites. Any concerns regarding such services or resources should be directed to the particular outside service or resource

provider. SpotGenius does not guarantee or warrant the accuracy or completeness of the information or content included on the websites of these outside services and resources.

Uptime and Disclaimer: SpotGenius makes no guarantees with respect to the availability or uptime of the SpotGenius Site, the API, the Site Content, or the Database. SpotGenius may conduct maintenance on any of the foregoing at any time with or without notice to you.

The Site, the Site Content, the API, the Database, and any other materials and products on this Site are provided "AS IS" and without warranties of any kind, whether express or implied. We assume no responsibility for the accuracy of any information contained on our Site, for any interruptions or errors in accessing our Site, or for any viruses or other harmful components contained on our Site or the server from which our Site is made available. We make no warranties or representations regarding the use of the materials in this Site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability, or otherwise. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL WARRANTIES OF ANY KIND WITH RESPECT TO OUR SITE OR THE PRODUCTS OR SERVICES OFFERED THROUGH OUR SITE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, OR A COURSE OF DEALING OR TRADE USAGE.

Liability Limit: UNDER NO CIRCUMSTANCES WILL WE OR OUR OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, SUPPLIERS, OR SUCCESSORS BE LIABLE TO ANY PERSON FOR ANY DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOST DATA OR INFORMATION, LOSS OF USE OF OUR SITE, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) RELATING TO THE SITE, THE PRODUCTS OR SERVICES OFFERED ON OUR SITE, RESULTING FROM ACCESS TO OR OTHER USE OF OUR SITE, OR RELIANCE ON ANY INFORMATION PRESENTED ON OUR SITE, EVEN IF WE ARE INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SpotGenius's liability to you or anyone else in any circumstance is limited to the lesser of (a) \$100, and (b) the total dollar amount of all parking booked via SpotGenius in the 12 months prior to the action allegedly giving rise to liability. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you.

In accordance with applicable state law, certain warranties or limitations of liability may not be excluded and therefore may not apply to you specifically. In such cases, our liability will be limited to the highest extent permitted by law.

Copyright Complaints: If you believe the Site contains any content that infringes on your copyright, please contact our Copyright Agent, as detailed below, with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Site;

4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or duly authorized to act on the copyright owner's behalf.

To contact our Copyright Agent, please write, call or email to:

Visint LLC.

Attn: Legal Department.

1910 S Highland Ave, Ste 220, Lombard, IL 60148, USA . (630) 390-7941 . legal@visint.co

Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, U.S.A., without regard to its provisions governing conflicts of law. If we allege that you have infringed or threatened to infringe our intellectual property rights, then, in addition to any other rights and remedies we may have, we may seek any preliminary or permanent injunctive relief from any court of competent jurisdiction. You submit to the exclusive jurisdiction of the state and federal courts located in the State of Illinois and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Arbitration Clause: YOU AGREE IN THE EVENT OF ANY DISPUTE OR CLAIM THAT YOU MAY HAVE AGAINST SPOTGENIUS WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF USE OR YOUR USE OF THE SERVICES, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, AS A PLAINTIFF OR CLASS MEMBER, OR CLASS-WIDE ARBITRATION. YOU HEREBY WAIVE YOUR RIGHT TO A TRIAL BY JUDGE OR JURY. HOWEVER, THIS CLAUSE WILL NOT APPLY TO CLAIMS BROUGHT BY SPOTGENIUS FOR YOUR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, VIOLATION OF THE NON-SOLICIT CLAUSE OF THIS AGREEMENT; IN WHICH CASE WE MAY SEEK INJUNCTIVE RELIEF OR OTHER APPROPRIATE RELIEF IN A COURT WITH JURISDICTION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with Consumer Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes ("AAA Rules") then in effect. The AAA Rules are available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879. The arbitrator will decide the substance of all claims in accordance with applicable law for the State of Illinois and will honor all claims of privilege recognized by law. You agree that regardless of any statute or law to the contrary, any dispute or claim arising out of, related to, or connected with the use of Services or Terms of Use must be filed within one (1) year after such claim arose or it will be forever barred. Any arbitration will be conducted on an individual basis and not in a class, collective, consolidated, or representative proceeding. The payment of any filing and arbitration fees will be in accordance with AAA Rules.

Unless you and SpotGenius agree otherwise, any arbitration hearing between SpotGenius and a Buyer will take place in the county of your billing address. If AAA arbitration is unavailable in your county, the arbitration hearing will take place at the nearest available location for AAA arbitration. If your claim is for ten thousand dollars (\$10,000) or less, the arbitration will be conducted solely on the basis of documents submitted by all parties to the arbitrator, unless determined a hearing is necessary. If your claim exceeds ten thousand dollars (\$10,000), your right to a hearing will be determined by the AAA Rules.

The parties agree that the arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, and formation of this clause. The arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction. The arbitrator's decision shall be final and binding on all parties. The arbitrator may award any individualized remedies that would be available at court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. The arbitrator's decision and judgment shall have no precedential or collateral estoppel effect.

This Arbitration Clause shall not apply to the following types of claims: 1) violation of SpotGenius's intellectual property rights; 2) violation of the Non-Solicit Clause of this Agreement; and 3) claims that may not be subject to arbitration as a matter of law.

Modification: SpotGenius may at any time modify these Terms of Use and Privacy Policy. If we make material changes we will notify you of such changes and provide you the opportunity to review the modification. Your continued use of this Site will be conditioned upon the terms and conditions in force at the time of your use. If you do not agree with any of the changes or modifications your only recourse is to cease use of the Site and Services.

Miscellaneous: The above policies may be superseded by requirements or obligations imposed by statute, regulation, or legal process. If you have any questions or concerns regarding our usage agreement, please email us at legal@visint.co.

Additional Terms and Conditions Specific to Users

Booked Parking Usage: Users who book parking through the Site must present the parking pass in accordance with the instructions included with the booking to receive their reserved parking space on the day of reservation. If you do not present the parking pass to the Seller or the garage, you will not get credit for the online payment and the online payment will not be refunded at a later date. If you arrive early or stay past your parking time you will be charged the posted rates at the garage, and not the booked rate and you may not receive credit for your online payment, that is within the discretion of the garage. The parking booked is valid only for the times listed on the parking pass. You are responsible for ensuring that you arrive at the booked parking location. SpotGenius is not liable for road closures or changing traffic conditions.

It is your responsibility to comply with any and all rules or regulations posted by garage operators. If a parking facility allows tailgating on its premises, it is your responsibility to comply and check any local city ordinance codes on what is permissible (e.g., no open flames, no cooking, etc.).

Resale of SpotGenius parking passes is not permitted.

Cancellations and Refunds: Any reservation is fully refundable up to the start of that reservation unless specifically noted otherwise. You can cancel your reservation at any time up to the start of your reservation. After the start time of your reservation, all bookings become non-refundable, even if you are unable to park or have yet to park. It is within our sole discretion, provided the circumstances, to offer you an account credit if you attempt to cancel a reservation after the start time. If you are unable to park due to the lack of parking spaces or false information provided by a garage, it will be the responsibility of the garage operator to refund you for your reservation.

Unfortunately, the circumstances surrounding postponed events are unpredictable. Although we will try to help you resolve your parking situation, we are not responsible for postponed events, partial performances, or venue, date, or time changes. No refunds will be issued.

Non-Reserved Parking Options: While SpotGenius may provide you with information and data about Garage locations and On Street parking options that are not available for reservation via the SpotGenius Sites, if you chose to park at one of these parking options you assume all risks and responsibilities associated with parking your vehicle at such locations including but not limited to, difference in prices, parking violation tickets, towing, or the booting of your vehicle. Any prices shown for these types of parking locations are estimates only and SpotGenius is not responsible or liable to you if the prices vary at the actual parking location. For On Street Parking it is your responsibility to follow any and all parking related street signs. SpotGenius will not be responsible if you receive a parking ticket, your vehicle is towed or booted and/or for any property damage and SpotGenius will not reimburse you for any expenses relating to On Street parking.

****Additional Terms and Conditions Specific to Sellers ****

Order of Precedence: In the event that a Seller has entered into a separate written Seller Agreement with SpotGenius and such Seller Agreement includes terms or conditions that conflict with the terms and conditions in this Part III, the terms and conditions of the Seller Agreement shall govern.

Non-Solicit: Each party shall not, and shall cause its affiliates not to, during the term of the Agreement and for two (2) years after the termination of the Agreement, directly or indirectly, on your own behalf or on the behalf of a third party, solicit or employ any employee of the other party or its affiliates without written consent of the other party; provided that, neither party shall be precluded from hiring any person who responds to a general solicitation or advertisement not targeted specifically at employees of the other party or its affiliates.

You agree that violation of this section will result in irreparable harm to SpotGenius and that monetary damages will be inadequate to compensate SpotGenius for such violation. Thus, SpotGenius shall be entitled to seek equitable relief, including but not limited to specific performance or injunctive relief to enforce this section. SpotGenius reserves the right to seek any and all other remedies available at law or in equity for a violation of this section.

Seller Console: Subject to the terms and conditions of these Terms of Use, SpotGenius hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Seller Console and the information SpotGenius provides or makes available to you in connection therewith, solely for internal business purposes. You will not and will not permit any third party to make any use or disclosure of the Seller Console that is not expressly permitted under this Agreement. Without limiting the foregoing, you will not and will not permit any third party to:

Reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, algorithms, file formats, or interface protocols of the Seller Console or of any files contained in or generated by the Seller Console;

Copy, modify, adapt, or translate the Seller Console;

Resell, distribute or sublicense the Seller Console, make the Seller Console available on a "service bureau" basis, or otherwise allow any third party to use or access the Seller Console;

Remove or modify any proprietary marking or restrictive legends placed on the Seller Console;
or

Use the Seller Console in violation of any applicable law or regulation.

As between SpotGenius and you, SpotGenius retains title to and ownership of the Seller Console, including all copyrights and other intellectual property rights relating thereto. You will have no rights with respect to the Seller Console other than those expressly granted under this Agreement.

Fulfillment: By listing parking for booking on SpotGenius, the Seller agrees to honor any parking sold. All information provided in the SpotGenius listing must be accurate. If the Seller cannot fulfill the parking space or false information about the parking is provided, SpotGenius will hold the Seller liable to reimburse the Buyer for their expense. If Seller continues to have issues with fulfillment SpotGenius reserves the right to suspend or terminate Seller's account until which time fulfillment is no longer an issue. Note: It is illegal to sell parking that you do not own or have the authority to sell, including but not limited to street parking. Any violations of this law will result in the immediate termination of your SpotGenius account. SpotGenius reserves the right to request proof of your ownership of parking or authority to sell parking in a particular location.

Payment: SpotGenius guarantees payment to the Seller for all bookings fulfilled by the Seller minus the applicable SpotGenius Fee. SpotGenius, in its sole discretion, reserves the right to charge an additional processing charge to consumers for certain parking transactions, if applicable this amount will not be included in Seller's Payments. Payment will be issued in the form of a printed check or electronic bank transfer at the Seller's request which will be processed in no more than 10 business days.

Taxes: You accept exclusive responsibility for filing and paying all relevant and applicable local, state, and federal taxes. SpotGenius shall have no obligation to collect or remit any taxes on your behalf. You shall indemnify SpotGenius from and against any costs, claims, and other liability incurred as a result of your failure to comply with your obligations under this clause.

Contact Information: The Buyer's name and contact information are provided to Sellers for the sole purpose of ensuring the parking booking is fulfilled and may not be used by the Seller for any other purpose. This information is to be considered confidential information belonging to SpotGenius and is not to be shared with any third party, for any reason without the prior written consent of SpotGenius.

Sellers must submit a phone number for each parking location they list on SpotGenius. Buyers will be provided with this number to call in the event of a problem with their parking. Buyers will be eligible for a refund at the Seller's expense if this number is not answered during the parking reservation period.

Making Adjustments: Sellers authorize us to withhold payment or charge their credit card account any amount owed to SpotGenius if: A sale is canceled for any reason; An adjustment is made under our SpotGenius Guarantee; Reasonably believe that a Seller has committed fraud or other illegal acts or omissions during any buying or selling activity, or Seller provides incorrect or misrepresented parking and/ or parking related services for any booking or portion thereof.

SpotGenius Fulfillment Dispute Resolution: The SpotGenius Fulfillment Dispute Resolution strives to provide Buyers the protection and motivation to book their parking at SpotGenius.com. Thus, we require Sellers to comply with our resolution process in case a Buyer files a claim that they did not receive parking. Seller's permit us to make a final decision, on any

claim that a Buyer files with SpotGenius under the policy. If we resolve a dispute in the Buyer's favor, we will refund the Buyer for the cost of the parking, and we will require the Seller to reimburse us for the refund. Any SpotGenius fees for the booking will be refunded to the Seller. A warning notice will also be sent to the Seller.

For future claims where the Seller is found at fault after a warning has been issued, we will notify the Seller and continue to charge the Seller for any reimbursements made under the policy. In addition, we reserve the right to charge a \$15 fee to cover chargebacks and other associated bank charges. SpotGenius maintains the right to suspend or terminate a Seller's account if we suspect abuse or continuous account violations.

Grant of License: You grant SpotGenius a perpetual, non-exclusive, transferable, worldwide, irrevocable, royalty-free right to exercise publicity, database, trademark and copyright rights, including the right to reproduce, modify, adapt, publish and display on the Site and on the sites of our partners and affiliated companies, any content you may provide to SpotGenius in connection with your use of SpotGenius and its Services. You agree that SpotGenius shall be permitted to use your name or user ID, home city and other ancillary information (for example, the number of years you have been a SpotGenius user) in conjunction with SpotGenius's marketing, promotion and publicity efforts in any media known now or in the future.

Indemnity: You agree to indemnify and hold SpotGenius and (if applicable) any parents, subsidiaries, affiliates, officers, directors, attorneys, agents, and employees; harmless against any claim or demand for all liabilities, costs, and expenses (including reasonable attorneys' fees and costs) incurred by SpotGenius and (if applicable) any parents, subsidiaries, affiliates, officers, directors, attorneys, agents, and employees that arise out of any claim asserted by a third party that involves, relates to, or concerns any of your actions or omissions on this Site, including but not limited to your breach of this Agreement, your violation of any law, or the rights of a third party.

PRIVACY POLICY

Please read the following policy to understand how your personal information will be treated as you make use of our services. This policy may change from time to time so please check back periodically.

This Privacy Policy ("Policy") is incorporated into our Terms of Use and applies to Visint LLC, www.SpotGenius.com, the SpotGenius Mobile App, and any third party sites that allow you to search parking information or make parking reservations via their platforms. As used in this Policy SpotGenius will be referred to as "SpotGenius" or "we" and you will be referred to as "you". Please read the Policy as it describes how we collect, why we collect, how we protect and how we use any personal information you provide to us via the Site. By using the Site and Services you are agreeing and accepting the Privacy Policy and Terms of Use.

Collection of Information: We may collect personal information, including but not limited to:

- Your User Information (full name, email address, phone number, and other demographics)
- Your GPS location
- Vehicle information (Type, Make, Model, Color, License Plate etc.)
- Parking information (parking history, parked locations, searched locations, parking preferences etc.),
- Permit Information (such as Handicap status etc.)

when you use our sites or services to search for parking spots and/or make parking reservations and/or when you report a problem with one of our sites or services. We may also ask for your vehicle information and/or license plate for specific parking transactions that

validate your use of services on our sites by that information. We also occasionally ask users to complete surveys that we use for internal research. Please be aware that advertisers or websites that have links to our Site may collect personally identifiable information about you and the information collection practices of those websites are not covered by this Policy.

Financial Information: Keeping your personal financial information confidential is very important to us and we will never rent, sell, or disclose your personal financial information. We will not make any financial information available to any third party without your permission or notice to you. Please note that there are places on the Site where you may have to provide credit card information in order to complete a purchase. Any time we ask for a credit card number we transmit that card number in an industry-standard SSL (secure socket layer) encryption.

Use of Personal Information: As a general rule, SpotGenius will not disclose any of your personally identifiable information; except when we have your permission or under special circumstances, such as when we believe in good faith that the law requires it or under the circumstances described below. When you are on the Site and are asked for personal information, you are sharing that information with SpotGenius alone unless it is stated otherwise. The following describes some of the ways that your information may be disclosed. Any information collected will be used in accordance with this Policy and any additional information when the Site requests your information. We may use the collected information to contact you about the Services and provide you offers. When you are on the Site and are asked for personal information, you are sharing that information for use by SpotGenius.com alone, unless it is specifically stated otherwise. Some SpotGenius.com services may be offered in conjunction with a partner company. In order to provide this service to you, it may be necessary for us to share your personal information with our partner company. Therefore, we will disclose your personal information to such third parties who require it to provide the parking services you have requested or reserved. Any information provided to a third party will be limited to the required information only, including but not limited to your name, email, parking reservation information, parked location, permit information and vehicle license plate. We will not share any financial information with those third parties. In the event of financial information, you will be notified before your personal information is shared and you can choose not to allow the sharing of the information. If you do not want your data to be shared, you can choose not to allow the transfer by not using that particular service. SpotGenius reserves the right to disclose your personal information to law enforcement officials with a subpoena, in connection to a violation of any law. The following are some ways that SpotGenius may use your data:

Business Partners & Sponsors: We may disclose your personal information to business partners or sponsors in order to fulfill and provide the parking and other services you have requested on our site. In any other event, If personally identifying data about you will be shared, we will tell you before we collect or transfer the data.

Third Party Data & Data in the Aggregate: Under confidentiality agreements, we may match user information with third-party data. Also, we may disclose aggregated user statistics in order to describe our services to prospective partners, advertisers, and other third parties, and for other lawful purposes; this information will never be personally identifiable to a specific user.

Tell a Friend: If you choose to use our referral service to tell a friend about our site, we will ask you for your friend's name and email address. We will automatically send your friend a one-time email inviting him or her to visit the site. We store this information for the sole purpose of sending this one-time email and tracking the success of our referral program. Your friend may contact us at legal@visint.co to request that we remove this information from our database.

Please be aware that SpotGenius advertisers or websites that have links on our site may collect personally identifiable information about you. The information practices of those websites linked

to SpotGenius.com are not covered by this privacy statement. Do not provide your personal information to any site you do not know or trust.

Tracking Technologies and Cookies: As part of offering and providing customizable and personalized services, SpotGenius.com may use cookies to store and sometimes track your information. A cookie is a small amount of data that is sent to your browser from a web server and may be stored on your computer's hard drive. Generally, we use these tracking analytic technologies cookies to gather non-personal information to do the following:

1. Store your personalized settings for items such as reservation and mobile preferences;
2. Determine whether you are using a public computer so that any SpotGenius settings changed while using a public computer do not affect the next user's ability to use SpotGenius;
3. To estimate our audience size; each browser accessing SpotGenius.com may be given a cookie that is then used to determine the extent of repeat usage and determine on an aggregate basis, which features of SpotGenius are used and in order to gather this aggregate data, SpotGenius may use cookies served by third parties;
4. Measure certain traffic patterns; track the areas of SpotGenius's network of websites you have visited, track the website through which you came to SpotGenius.com and your visiting patterns in the aggregate. We use this research to understand how our users' habits are similar or different from one another so that we can make each new experience on SpotGenius.com a better one; We may use this information to better personalize the content, banners, and promotions that you and other users will see on our sites; and SpotGenius.com also collects IP addresses for system administration and to report aggregate information to our advertisers. In addition to the above methods, when you use our services on the mobile app, we may use GPS technology or other similar technology to determine your current location in order to provide an enhanced service to you. We will not share your current location with any third parties.

Personal Preferences: In order to take advantage of SpotGenius's extensive benefits and make a reservation, you will be asked to provide a name, an email address, a password you create, and your primary driving city. You may elect not to receive emails from SpotGenius (and/or from parking facilities which are part of the SpotGeniusNetwork), other than automated service messages pertaining to the information you may have requested (i.e. reservations, real-time status, availability). When you have consented to receive marketing material from SpotGenius and/or parking facilities at which you made a request and/or reservation, SpotGenius will collect data on the category and location at which you have made the request in order to send you marketing communications which match your preferences. If you wish to change your preferences about your data or how we contact you there are two options. The first option is once logged in to SpotGenius or the app, you can view the personal information stored by SpotGenius by clicking on the "Account Settings" by hovering over your username and making the changes you wish. The second option can be accomplished via SpotGenius's email opt-out function by unsubscribing from the SpotGenius email list at any time by sending an email to support@spotgenius.com and from a parking facility's email list by contacting them directly. You also have choices with respect to cookies. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set, or to reject all cookies. If you choose to reject all cookies you will be unable to use those SpotGenius.com services that require the use of cookies in order to participate.

Additional Information We May Request or Send: You may be invited via email to provide feedback on your parking experience by completing a web-based Parking Feedback Form ("Feedback Form"). This parking feedback may be used to enhance the information on the Site and/or to let parking facilities know how they are doing. Any feedback you provide will be summarized with that of other drivers. Your feedback will not be publicized in a way that is attributable to you by name, email address, or other identifiable forms. You may elect not to receive future feedback invitation emails by following the "unsubscribe" instructions at the bottom of the Feedback Form. If you provide comments about the parking facility, these may be anonymously shared with that facility. Any ratings you choose to provide based on your parking experience will be aggregated with those of other customers so that they are not identifiable to you. Parking facilities may receive summary reports of collective feedback from recent parking customers. If you express interest in receiving offers or information from SpotGenius.com and our partners, we may occasionally send you emails or direct mail about products and services that we feel may be of interest to you. Only SpotGenius.com (or agents working on behalf of SpotGenius.com and bound by confidentiality agreements) will send you these direct mailings and only if you indicate that you do not object to these offers.

Data Security: Unfortunately, no data transmission over the internet is guaranteed to be 100% secure. As a result, while we strive to protect your personal information, SpotGenius.com cannot ensure or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we will use our best effort to ensure its security on our systems. SpotGenius.com does not sell or rent user information to anyone. We will notify you at the time of data collection or transfer if your data will be shared with a third party and you will always have the option of not permitting the transfer. If you do not wish to allow your data to be shared, you can choose not to use a particular service.

California Residents: The California Consumer Privacy Act (California Civil Code Section 1798.83 "CCPA") provides additional privacy rights to California residents as stated below.

Informative Request. You have the right to know and see what data we have collected about you over the previous twelve months, including:

- The personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- How any personal information collected is used by us; and
- The categories of third parties with whom we have shared your personal information.

When requested we will share all information collected in the previous twelve months from the date of request. We do not sell any of the personal information we have collected to you to any third party.

Request to Delete. You have the right to request that we delete the personal information we have collected. Under the law, there are a number of exceptions, that include, but are not limited to when the information is necessary for us or a third party to do any of the following:

- Complete your transaction;
- Provide you a service we offer;
- Fix our system in the case of a bug;
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);
- Protect your security and prosecute those responsible for breaching it;
- Comply with a legal obligation;

- Engage in scientific, historical, or statistical research in the public interests that adhere to all other applicable ethics and privacy laws; or
- Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

Other Rights. You can request certain information about our disclosure of personal information to third parties for their own direct marketing purposes during the preceding calendar year. This request is free and may be made once a year. Additionally, you may appoint an agent to make any above request on your behalf, we may require evidence of such appointment to comply with any requests made by agents. You also have the right not to be discriminated against for exercising any of the rights listed above.

Exercising your rights. To request access to or deletion of your personal information, or to exercise any other data rights under California law, please email to legal@visint.co to submit any requests for the personal information collected.

Responding to Requests. It is our goal to respond to your request for the collected information or the deletion of the information we have collected within 45 days of receiving that request. If we require more time or are unable to comply with your request, we will inform you of the reason and inform you of the extension period for completion in writing.

New York Residents: The Stop Hacks and Improve Electronic Data Security (N.Y. Gen Bus. Law§ 899-bb, “SHIELD” Act) provides additional privacy rights to New York residents as stated below.

Private Information. SHIELD expands the definition of this term to include account numbers, biometric information, credit/debit card numbers, access codes, usernames, email addresses, passwords, and security questions and answers.

Breach. A breach is now considered more broadly and it refers to the unauthorized access of data that compromises the security of private information.

Scope. The SHIELD Act expands the scope to any person or business that handles private information of a New York resident.

Security Requirements. The Act requires companies to adopt reasonable safeguards to protect the integrity of private information.

Visint complies with or exceeds the requirements of the SHIELD Act in the following ways:

1. The administrative safeguards in respect of the SHIELD Act used by Visint include conducting periodic risk assessments, training employees in security program best practices and procedures, designation of a key engineering leader to maintain accountability for the security program, to carefully select subcontractors and flowdown safeguards by contract to them, and adjust our security protocols as the demands of the business evolve.
2. The physical safeguards employed by Visint in respect of the SHIELD Act include routine assessment of information storage and disposal risk, maintaining our current systems to prevent, detect, and respond to any unauthorized intrusion, disposal, or its functional equivalent, of private information within a reasonable amount of time if requested by the consumer.
3. Lastly, for technical safeguards, Visint will continually identify risks in its network to extend commercially reasonable and possible, identify risks in information processing, transmission, and storage, detect and respond to

system failures or attacks, and consistently monitor and test the effectiveness of its system procedures.

General Privacy Law Compliance: Visint conducts business currently in all 50 US states and Canada. Every single state within the US has its own version of a data privacy law. Similarly, Canada conforms to the Personal Information Protection and Electronic Documents Act (PIPEDA). Visint strives to conform to all of these laws and regulations to the best of its commercially reasonable ability, reflected in its internal policies and procedures centered around collection, use and disclosure of personal information. In all endeavors, Visint employs best practices in protecting personally identifiable information for all customers.

Additional Information: Questions regarding this statement should be directed to legal@visint.co. Any changes to SpotGenius's privacy policy will always be posted in this section of the website, along with the effective date of the new policy. All users should check this privacy policy page periodically to stay up to date of any such changes. SpotGenius will never make changes to its privacy policy that violates any applicable privacy laws or commercial privacy standards. If you have any questions or would like to provide feedback about SpotGenius's privacy policy, please contact SpotGenius via email at legal@visint.co.

You may also write directly to SpotGenius at:

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(630) 390-7941
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