



TERMS AND CONDITIONS

Trux reserves the right to modify these Terms and Conditions at any time. It is your responsibility to review these terms periodically. Your continued use of the Services following any modifications constitutes your acceptance of the updated Terms..

1. GENERAL

The terms “we,” “us,” and “our” refer to Trux Operations, LLC and its subsidiaries and affiliates (collectively, “Trux”). "The term 'Services' refers to a license provided by Trux to you for the exclusive purpose of parking on site as designated by Trux. This license includes access to the available parking space and any related amenities provided by Trux, such as restrooms, dumpsters, and lighting. The terms “you” and “yours” refer to the individual, company, and the person acknowledging these Terms and Conditions as an authorized agent for said individual or company, and any affiliates, employees, contractors or agents, who shall receive the benefit of the Services.

2. SCOPE

2.1 These Terms and Conditions apply to your use of all of the sites and Services owned or operated by Trux, for the benefit of users and any other site that we may own or operate in the future (collectively, the “Site”). Unless otherwise stated, all references to any Site in these Terms and Conditions include all such sites. Trux agrees to provide the Services that you register for through this Site. You agree to perform the obligations set forth in these Terms and Conditions that are required to allow Trux to deliver the Services.

2.2 The contents of this Site are protected by national and international copyright and trademark laws and are the property of Trux. You may not change or delete any author credit, trademark, legend, proprietary or

copyright notice. You must follow and observe all additional copyright notices or other restrictions contained in any parts of any Site.

2.3 Trux hereby grants you a non-exclusive, non-transferable, limited right to access and use to any Site and the Services for your own personal or your internal commercial use only. You agree not to interrupt, or attempt to interrupt, the operation of any Site in any way. We reserve the right to restrict your access to part or all of any Site at any time without notice or liability.

3. SERVICES; YOUR OBLIGATIONS

3.1 You are responsible for providing Trux with the correct information about you when you register for Services. Required details may include, without limitation, email address, vehicle information and method of payment details. Account details may be updated within the Settings Pages for the users account within the Parklync website.

3.2 You activate the Services by using the Trux website (www.Truxparking.com). Your parking privilege begins upon successful payment and confirmation from Trux and ends at the expiration of the time period you have purchased.

3.3 You are responsible for ensuring that you have properly activated the Services for the relevant parking privilege before you leave your vehicle unattended.

3.4 Trux is not responsible for any fines, parking tickets, damages to your property, penalty notices and the enforcement of vehicle parking related offenses you incur or receive.

3.5 All vehicles parked on a Site must be covered by valid and current insurance. Trux shall not be responsible for any loss, damage, or theft of vehicles or their contents. You agree that it is your sole responsibility to maintain adequate insurance coverage, and Trux shall have no liability for any claims arising from any such loss or damage

4. COMPLIANCE WITH TRUX WEBSITE

4.1 You are responsible for your own continuous compliance with these Terms and Conditions and other guidelines released by Trux from time to time. You shall not, and shall not permit others to, engage in activities prohibited by Trux, including, without limitation: (a) parking at any Site without paying or parking for longer than the paid time (b) attempting to breach security or authentication measures without proper authorization, or interfere with this Site and any products or Services offered at any Site; (c) taking any action to obtain Services to which you are not entitled; or (d) assisting or permitting any persons in engaging in any of the activities described above.

4.2 Trux owns and shall retain all rights and interest in the intellectual property rights in the Site content and Services.

5. EMAIL NOTIFICATIONS

As part of the Services, Trux may send reminders, alerts (further referred to as “notifications”).

6. FEES

6.1 You agree to pay all fees for Services provided to you pursuant to these Terms and Conditions.

6.2 Trux shall process the parking fee and other Services by charging your credit card, debit card, or e-check account at the time of your parking activation. You must have a valid credit, or debit card, or e-check account, or suspension of services may occur. If your credit card or debit card is declined your Trux account may be blocked or terminated and your property located on any Site, if any, will be considered Illegally Parked, as defined herein.

7. TERMINATION AND REMEDIES

7.1 Without limiting other rights or remedies set forth in these Terms and Conditions or as otherwise available by law or in equity, we may

immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your access to any Site and the Services, in whole or in part: (a) if you breach these Terms and Conditions; (b) if we are unable to verify or authenticate any information you provide to us, should we elect to engage in such verification; or (c) if we believe, in our sole discretion, that your actions may cause legal liability for you, other users, us or third parties.

7.2 No person shall park or stand an occupied or unoccupied vehicle in or repeatedly drive a vehicle through or within a Site. "Illegal Parking" means parking on our property without paying or parking for longer than the paid time, or is an unidentifiable vehicles. It shall be prohibited and deemed a material breach of these Terms and Conditions to park any vehicle on any Site which displays it "For Sale", such vehicle will be considered "Illegally Parked". You hereby agree to waive any additional notice of violations and agree that violations of these Terms and Conditions will result in your vehicle being impounded, booted, or towed at your expense. The removal of your vehicle from any Site will be done so at a maximum rate prescribed by law for towing and storage of trespassing vehicles.

7.3 In the event of termination for non-payment or any breach of these Terms and Conditions, any fees or obligations accrued prior to termination shall become immediately due and payable. Additionally, any cancellation notice provided by you shall be subject to a minimum notice period of thirty (30) days, during which all fees and obligations remain in full force. Trux reserves the right to terminate your access immediately if any breach occurs, and no refunds shall be issued for any unused portion of the parking privilege.

8. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

8.1 Except as expressly provided otherwise, all Services sold, licensed or provided through this website are governed by these terms and conditions and are provided on an "AS IS" basis. Trux does not make any express or implied warranties, conditions or representations to you with respect to the Services, third party work provided hereunder or otherwise regarding these terms and conditions, whether oral or written, express, implied or statutory. No representation or other affirmation of facts, including, but not

limited to, statements regarding the performance of the Services which is not contained in these terms and conditions, shall be binding on Trux. You acknowledge and agree that Trux shall not be liable for any error, omissions, defect, deficiency or nonconformity in the Services. Without limiting the foregoing, Trux expressly excludes and disclaims any bailment agreement, implied warranty or condition of merchantability, accuracy or fitness for a particular purpose or that the Services (or your use hereof) will be error free or uninterrupted. You assume all risks associated with the Services.

8.2 Neither Trux nor its officers, directors, employees, shareholders, agents, or representatives shall be liable for any incidental, indirect, special, exemplary, consequential or punitive damage or other similar type of damages, including, but not limited to, damages or costs incurred as a result of loss of time, loss of savings, loss of data, loss of profits, loss of goodwill, loss of business opportunities or software error, whether foreseeable or unforeseeable, that may arise out of or in connection with these terms and conditions, including but not limited to, damages or costs resulting from the use of or inability to use the Services, even if Trux has been notified of the possibility or likelihood of such damages or costs occurring, and whether such liability is based on contract, tort, warranty, negligence, strict liability, products liability or otherwise.

8.3 Trux is not responsible for any loss or damage that you may suffer as a result of you not using the Services correctly or if you fail to comply with these Terms and Conditions or any other instructions given to you by Trux. Further, you acknowledge that Trux's obligations hereunder do not include the rendering of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Site nor does any insurance provided by Trux cover such claims. Trux has no knowledge or expertise as a guard or security service, employs no personnel for that purpose, and Trux's employees do not guard or protect customers or any other persons or property against the intentional acts of third parties. You shall determine, in its discretion, the extent to which precautionary warnings and security devices or services may be required to protect persons in and about the Site.

8.4 Trux does not guarantee the availability, condition, or suitability of any parking space. Parking spaces are provided on an 'as available' basis, and Trux reserves the right to modify, reassign, or otherwise change the parking space allocations at its sole discretion and without prior notice. Trux shall not be liable for any damages or losses, including but not limited to, fines, penalties, or business interruption, arising from the unavailability of parking spaces. Trux is not responsible for any fines, parking tickets, damages to your property, penalty notices, and the enforcement of vehicle parking related offenses you incur or receive.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Trux, its subsidiaries, affiliates, and each of its respective officers, directors, agents, employees, independent contractors, and suppliers from any and all claims, demands, actions, costs, or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any inaccurate information you provide; (ii) your breach of any warranty, representation, or obligation in these Terms and Conditions, including a failure to maintain required insurance; (iii) your negligence or misconduct; (iv) your violation of any applicable law or the rights of any third party; (v) any dispute or action between you and any third party, including but not limited to transporting hazardous materials, performing any repairs on a vehicle at any Site, or disposing of tires anywhere on any Site; (vi) your use of this website or the products or Services of Trux or any third party; or, (vii) any breach of these Terms and Conditions

10. GOVERNING LAW; JURISDICTION AND VENUE

10.1 Any dispute, claim, or controversy arising out of or relating to these Terms and Conditions or your use of the Site or Services shall be resolved exclusively by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Atlanta, Georgia. The arbitrator's decision shall be final and binding, and any arbitration award may be enforced in any court of competent jurisdiction. The prevailing party in any arbitration shall be entitled to recover its reasonable attorneys' fees and costs incurred. These Terms and Conditions shall be governed and interpreted in accordance with the laws

of the State of Georgia without regard to its conflicts of laws principles. The parties further agree that these Terms and Conditions shall be deemed to have been entered into, executed and performed for all purposes within the State of Georgia.

10.2 We intend for this website to be used by adults only and individuals or companies that can form legally binding contracts under applicable law. This Site and Services should not be used by minors. If you do not qualify, you are not permitted to use this Site or order or use the Services, and you do not have our consent to do so.

10.3 Without limiting any other remedies, we may suspend or terminate your account or your access to any Site if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with this website or to have otherwise violated these Terms and Conditions.

11. MISCELLANEOUS

11.1 Our current Privacy Policy is available on this website and is incorporated in these Terms and Conditions by reference. We may change our Privacy Policy from time to time, as stated therein. Please see our Privacy Policy by clicking [here](#).

11.2 If any provision of these Terms and Conditions are found unlawful, void or for any reason unenforceable, then that provision will be considered severable from the remaining Terms and Conditions, and will not affect the validity and enforceability of the remaining provisions. These Terms and Conditions are the entire agreement between you and us relating to the subject matter hereof. These Terms and Conditions may be modified only by our posting of changes to these Terms and Conditions, or by a writing signed by both parties. Any inquiries concerning these Terms and Conditions should be directed to info@truxparking.com.

11.3 Parking at any Site is subject to availability and may be terminated at anytime without prior notice by any of, if not all of, the following: parking company, parking provider, property management, and property owner. Trux does not make any express or implied warranties, conditions or

representations to you with respect to the parking facility and or parking space associated with your Trux account, provided hereunder or otherwise regarding these Terms and Conditions, whether oral or written, express, implied or statutory. No representation or other affirmation of facts, including, but not limited to, statements regarding the performance of any Site which is not contained in these terms and conditions, shall be binding on Trux. You acknowledge and agree that Trux shall not be liable for any error, omissions, defect, deficiency or nonconformity in any Site. Without limiting the foregoing, Trux expressly excludes and disclaims any implied warranty or condition of merchantability, accuracy or fitness for a particular purpose or that any Site (or your use hereof) will be error free or uninterrupted. You assume all risks associated with any Site.

11.4 Force Majeure. Trux shall not be liable for any delay or failure to perform its obligations under these Terms and Conditions due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, acts of vandalism, labor disputes, or governmental regulations.