

Professional Parking Management Corp.'s Terms and Conditions

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Terms and Conditions

a) Important Notices

These terms and conditions (“Terms”) set forth a legally binding agreement between you and Professional Parking Management Corp. (“PPM” or the “Company”) and its corporate affiliates, subsidiaries and divisions as may change from time to time. These terms and conditions specifically govern your use of any PPM managed parking facility, PPM’s website and any Services related thereto (“Services”). By accessing or using the Services you, your heirs, assigns, and successors (collectively, “you” or “your”) are indicating that you have read, understand, and agree to be bound by these Terms. Acceptance of these Terms represents the formation of a separate agreement between you and PPM and does not replace or amend any prior obligation or contract you may have entered into with PPM—including the Parking Contract, which is a valid and enforceable agreement between you and PPM.

SEPARATE AND APART FROM THIS AGREEMENT, YOU UNDERSTAND THAT PPM IS PERMITTED TO OBTAIN YOUR PERSONAL INFORMATION FROM THE APPLICABLE STATE DEPARTMENT OF MOTOR VEHICLES FOR ONE OR MORE PURPOSES UNDER THE DRIVER’S PRIVACY PROTECTION ACT (DDPA), 18 U.S.C. § 2721 *et seq.*

BY CONSENTING TO THESE TERMS AND CONDITIONS, YOU ARE ADDITIONALLY PROVIDING YOUR WRITTEN CONSENT TO PPM OBTAINING YOUR PERSONAL INFORMATION PURSUANT TO THE DPPA, FOR ANY DPPA-PERMITTED PURPOSES.

YOU FURTHER ACKNOWLEDGE THAT BY AGREEING TO THESE TERMS YOU ARE REAFFIRMING AND RATIFYING YOUR AGREEMENT TO THE PARKING CONTRACT POSTED AT THE PPM MANAGED PARKING FACILITY, WHICH IS FULLY AND SPECIFICALLY INCORPORATED HEREIN.

b) Eligibility and Scope

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

c) Payment

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

We use a third-party payment provider for processing payment transactions. The third-party payment provider may impose insufficient funds, charges or other fees. We are not responsible for your interactions with third-party payment providers or for any charges or fees they may impose.

d) Warranties and Disclaimers

Your access to and use of the Services is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, PPM AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security, or reliability of the Services or any content thereon. PPM will not be responsible or liable for any harm to your person, vehicle, personal property, computer systems including loss of data, or other harm that result from your access to or use of the Services. You also agree that PPM has no responsibility or liability for its deletion of, or the failure to store, retain, or transmit, any records related to you. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from PPM or through the Services, will create any warranty not expressly made herein.

e) Indemnification

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

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

f) Limitations of Liability

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

To the fullest extent permitted by applicable law, PPM disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. PPM does not warrant that our Website or Services are free of viruses or other harmful components. PPM will not be liable for any damages of any kind arising from the use of our Services, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

g) Parking Contract

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

BY PARKING OR EXCEEDING THE 15-MINUTE GRACE PERIOD, YOU AGREE TO THE CONTRACT BELOW. EXIT WITHOUT PARKING IF YOU DO NOT AGREE TO ALL TERMS.

1. **You, on behalf of yourself and the vehicle owner (Owner), enter this contract (Contract) for parking with Professional Parking Management (PPM). PPM provides private parking enforcement services and is not a governmental entity. Contact PPM at: (844) 999-7275 or info@professionalparkingmgt.com.**
2. **IF YOU DO NOT PARK, YOU HAVE A 15-MINUTE GRACE PERIOD BEFORE INCURRING CHARGES.**
3. **FAILURE TO PAY, REGISTER, VALIDATE, ACCURATELY ENTER A LICENSE PLATE, OR OTHER TRESPASS OR RULE VIOLATION MAY RESULT IN A NOTICE OF NON-COMPLIANCE CHARGE OF \$65 - \$125 (CHARGE), TOWING, OR BOOTING. UNPAID CHARGES MAY BE SUBJECT TO LATE FEES AFTER 30 DAYS, ASSIGNED TO DEBT COLLECTORS, OR LITIGATED. YOU, FOR YOURSELF AND OWNER, GRANT PPM PERMISSION TO OBTAIN INFORMATION TO IDENTIFY VEHICLE OWNER FOR ENFORCEMENT. REPEAT OFFENSES MAY RESULT IN ADDITIONAL CHARGES.**
4. **APPEAL:** A Charge may be disputed within 15 days of windshield placement or date mailed. PPM may withdraw the Charge or respond within 5 business days. Within 10 days of receiving PPM's response, you may appeal. If the Appeal is approved, the Charge is dismissed. If the Appeal is denied, you must pay the Charge. All Appeal decisions are final. **APPEALS WILL BE DETERMINED BY A NEUTRAL THIRD-PARTY ADJUDICATOR, EFFECTIVE ARBITRATION. PARTIES SHALL INITIALLY SPLIT THE FEE TO FILE AN APPEAL, WITH THE LOSING PARTY BEARING THE ADJUDICATOR'S COSTS.**
5. **ARBITRATION:** Except for Appealed Charges, **ANY DISPUTE** between you or the Owner and PPM arising from or relating to this Contract, the lot, or PPM, including disputes over arbitrability or the scope, validity, and enforceability of this Contract, **SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS.** The arbitration shall be administered by JAMS under its Comprehensive Arbitration Rules & Procedures and the Expedited Procedures. JAMS Mass Arbitration Procedures and Guidelines will apply if 10 or more similar Demands for Arbitration are filed against PPM. JAMS Rules are available at www.jamsadr.com. The Arbitrator shall award fees and costs to the prevailing party as permitted. This Contract is governed by the Federal Arbitration Act. If a suit qualifies for small claims court, either party may compel resolution of a dispute in small claims or an equivalent court on an individual basis only. **YOU AND THE OWNER INTENTIONALLY AND VOLUNTARILY WAIVE RIGHTS TO (1) HAVE A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.**
6. **ACCESS IS MONITORED BY LICENSE PLATE RECOGNITION TECHNOLOGY THAT RECORDS AND IDENTIFIES THE VEHICLE AND LICENSE PLATE. CAMERAS ARE NOT MONITORED.**

h) Mutual Agreement to Individual Arbitration.

As set forth in the Parking Contract (See Section (g) above), except for Charges appealed under Section 4 of the Parking Contract, you, the Owner, and PPM agree that each/any party may initiate binding arbitration of any dispute between you or the Owner and PPM arising from or relating to the Services, including disputes over arbitrability or the scope, validity, and enforceability of this Arbitration Agreement **SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS**, except as provided below. This includes disputes that arose, were asserted, or that involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement.

Any arbitration shall be administered by JAMS under its Comprehensive Arbitration Rules & Procedures and the Expedited Procedures. JAMS Mass Arbitration Procedures and Guidelines will apply if 10 or more similar Demands for Arbitration are filed against PPM. For the purpose of the preceding sentence, Demands will be similar if they are filed within a contemporaneous timeframe and assert similar claims, regardless of whether the Demands are filed by the same law firm or law firms acting in coordination. JAMS Rules are available at www.jamsadr.com. The Arbitrator shall award fees and costs to the prevailing party as permitted. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. § § 1-16. To the extent that the FAA is deemed not to apply, the Florida Arbitration Code (“FAC”), F.S.A. § 682.01 *et seq.* will apply.

If a dispute (suit) qualifies for small claims court, either party may compel resolution of a dispute in small claims or an equivalent court on an individual basis only. **YOU AND THE OWNER INTENTIONALLY AND VOLUNTARILY WAIVE RIGHTS TO (1) HAVE A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.**

Notwithstanding the above, The following are to be determined solely and exclusively by the Federal District Court located in the Southern District of Florida, or a state court in Broward County, Florida, and not by JAMS or any other arbitrator. (1) The scope, validity, effect, and enforceability of this agreement’s waiver of (i) class action lawsuits or (ii) representative or class-wide arbitration; (2) any disputes regarding which Arbitration Agreement applies; (3) any private attorney general claims; and (4) any action to protect intellectual property rights. If a lawsuit is filed to enforce these waivers the parties agree that the arbitration shall be immediately stayed, by agreement or court order, until the court case is resolved and all appellate review is exhausted. No arbitrator shall have the authority to deny a stay sought by either or both parties pursuant to the preceding sentence. The parties hereby consent to the jurisdiction and venue of the Federal District Courts in the Southern District of Florida or Florida state court in Broward County and waive any objections thereto.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

Arbitration Location and Procedure. Either party has the right to waive an oral Hearing and to submit the dispute to the arbitrator for an Award based on written submissions and other evidence. The Parties further agree that if an oral Hearing is not waived by either party, the hearing will occur via Zoom or other remote video conferencing platform, unless the dispute involves a non-U.S. resident. Non-U.S. residents and PPM agree that any disputes between them will be heard via an oral Hearing held in Broward County, Florida, to the extent permitted by law. The

arbitrator shall issue a reasoned decision within the timeframe specified in the applicable JAMS rules.

No individual arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration if authorized under applicable substantive law governing the claims in the arbitration.

i) Class Action Waiver

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

j) Severability

If any provision of the Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the Terms will remain in force.

k) Data Privacy

You must understand, acknowledge, and agree that the operation of certain features of this Site may require or involve the submission, use, and dissemination of various items of personally identifiable information, including without limitation personal contact information. Please refer to PPM's Privacy Policy, available at www.professionalparkingmgt.com (as updated from time to time), for a summary of PPM's policies and use practices regarding personally identifiable information.

l) Waiver

Failure by PPM to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

m) Modification

PPM reserves the right to modify these Terms at any time, by posting an updated version of these Terms to the Site. You agree to be bound by the Terms based on your use of the Site. You agree that PPM will not be liable to you or any third party for any modification to these Terms.

n) Section Headings

The headings of Sections in these Terms are provided for convenience only and will not affect its construction or interpretation.

o) Effect

These Terms will be binding on, inure to the benefit of, and be enforceable against the parties to these Terms and their respective successors and assignees. Neither the course of conduct between the parties to these Terms nor trade practice shall serve to modify any provision of these Terms. All rights not expressly granted herein are hereby reserved.

p) Electronic Communications

PPM may send emails or other electronic messages to you concerning your use of the Site, including without limitation by providing alerts or notifications within the Site. You consent to receive such electronic communications and you agree that all such electronic communications constitute valid legal notices satisfying any requirement that such notices be in writing.