

POPPAY TERMS AND CONDITIONS

Revised 01st April 2021

The subject of these terms.

These Terms of Service are in force between you and POPPAY. They provide all terms and conditions applicable to our services, including your rights and responsibilities when using our services. Please read these Terms of Service carefully.

You have accepted our Terms of Service at registration for a POPPAY account. During registration, a downloadable copy was made available to you. You can request a copy via post. Send a letter to, POPPAY, 95 Arundel Road, Worthing, West Sussex, BN13 3EU, or request a copy of these terms is sent to you via email, by sending an email to: support@poppay.co.uk.

When signing up or using our services, you will provide us with personal data. As your privacy is very important to us, we are committed to keeping you informed about any processing of personal data. Please carefully read our privacy statement

<https://www.poppay.co.uk/privacy>

If you do not agree with any of the processing of your personal data as set out in our Privacy Statement, please do not use our services.

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1. Offering and Availability of our Services

Our Services. We offer systems that enable you to pay parking fees (our 'parking payment systems') and other services related to parking and car use (the 'related services'). Our parking payment systems allow you to settle parking fees for specific off-street locations without the need to use cash. Instead, you register a parking action with our parking payment systems using the available methods and you will pay your parking fees through us. We will (periodically) charge you for your parking fees and any related service ordered by you. When offering you our parking payment systems we are facilitating the payment of parking fees on behalf of the operator of the specific on-street or off-street location. For more details on the specific services we provide, please review <https://www.poppay.co.uk> Availability. You acknowledge that the use and availability of our parking payment systems are highly dependent on the operation of - for example - your mobile device, the internet, your GPS receiver and other resources you can use to access our services. If you are unable to access and use our parking payment systems, for any reason, you, and not we, are required to use alternative payment methods to pay for parking or there may be a risk that you could be liable for additional parking fees and parking tickets.

In case of any difficulties, please email our helpdesk at support@poppay.co.uk

For the avoidance of doubt, we cannot ensure the availability of our parking payment systems and related services. Neither can we ensure the availability of a parking space.

Partners. Our parking payment systems and related services may be used in combination with services offered by our partners. Our partners will have their own terms of service and you will be required to accept their terms of service before use. We are not responsible for the service offered by our partners.

2. Access

Access. You can access our parking payment systems and related services via a smartphone. A description of the service, including instructions on how to use it, can be reviewed here <https://www.poppay.co.uk> Our app is under continuous development and may be updated from time to time or discontinued. You must follow the instructions at all times and keep your app up to date.

Registration Process. Access to our app is limited to registered accounts and such registration is subject to our approval. You are responsible for keeping your account information confidential and should not share your account information with anyone. A registered account is for your personal use only. You need to identify and authenticate yourself by entering your user name or mobile phone number in combination with a password or PIN, or by using touch ID, whatever is applicable before you can start using our services and perform parking actions and related payments through your registered account. Please take note of the following: You are responsible for providing us with the correct account, registration and access details, which should be kept up to date continuously by you. This also means that, where your telephone number is reassigned to another person who starts using our service with this number, your account will be blocked until you provide us with your new telephone number. We are entitled to provide our services to the person registering with your previous telephone number.

3. Use of Our Parking payment systems

Parking rule compliance. It's recommended, you observe and comply with (local) traffic and parking regulations and terms and conditions on privately owned car parks at all times.

Parking locations. You can use our parking payment systems to pay for parking at the parking spaces and areas indicated by us on the following website:

<https://www.poppay.co.uk/sites>. You cannot use our parking payment systems to pay for parking outside these locations. The parking locations may change from time to time. We are not responsible for loss or damage to your car or other properties while using the parking locations.

Parking action details. You are responsible for providing all of the necessary and correct details for your parking action, such as the vehicle number plate and the correct location code. Your parking action will be automatically processed on our parking payment systems on the basis of these details. The details you provide about your parking action are key for us to correctly process your parking fees. You alone are responsible for providing us with the correct details for your parking action and you will be responsible for paying any penalty/parking charge notice or parking fee issued as a result of incorrect parking action details.

Please take note of the following: We are not responsible for verifying whether your parking action details are correct. We emphasise that you must read the instructions before you start using our parking payment systems, as incorrect use might lead to penalty charges, incorrect payments or other consequences.

Reminders & Confirmations. You may choose to receive confirmation messages that your parking action is still active or to confirm that your parking session has commenced. In addition, you can elect to receive a reminder advising you when your parking session is due to end. We emphasise that your parking action still remains your responsibility. You acknowledge that receipt of the reminder depends on the availability of your network and can be interrupted/delayed. Any additional costs relating to these reminders will be charged simultaneously with all other charges. Costs for these services are detailed within the app.

4. Payment and Processing

Reminders & Confirmations. The parking fees are set by the respective controller of the parking location. We have no control over the amount of these parking fees, which may change from time to time. You should not use our parking payment systems if you are eligible for certain parking fee arrangements or discounts offered by the parking location controller as these will not always be available in our parking payment systems.

Our fees. In addition to the relevant parking fees, we will charge you our fees depending on your selection and use of our parking payment systems and the related services. Our fees may consist of a parking payment fee and any additional services you have chosen. You are responsible for all costs charged by third parties for accessing or using our services (such as telephone, SMS or data charges applied by your mobile operator).

Payment method. You must select the payment method of your preference from the options we make available to you in our parking payment systems. When using our services, you accept that your payments may be processed by a third-party payment processor. You

acknowledge that certain use of our parking payment systems requires a specific payment method, such as a payment card or payment through your telephone provider.

Payment. Depending on your selection and use of our parking payment systems and the related services, we will directly or periodically charge the parking fees and our fees, while using the payment method you have chosen. We are responsible for the correct execution of the payments and you are responsible for having adequate funds available to cover our fees. For registered accounts, your recent parking history, invoices, receipts and other transaction details can be found in your account on our services.

Once you have paid your parking fees for a parking action, or series of parking actions, through the parking payment systems you have no further obligation to make any payment to the parking operator for that parking action, or series of parking actions. Payment through the parking payment system constitutes settlement of fees owed to the parking operator for the parking action which you have purchased. For the avoidance of doubt, you will remain responsible for any penalty charge or parking fee issued to you as a result of any overstay or failure to provide accurate parking action details.

Late payment. If you do not pay the amounts due or instigate unwarranted chargeback requests, we are entitled to immediately suspend the provision of our services to you (without prejudice to our further statutory rights). You will be charged the statutory interest rate as from the date you are in default on your payment obligation, except in the case of genuine chargebacks.

Refunds. We are under no obligation to provide a refund or cancel parking actions submitted to our parking systems unless there is a system error on our part. To submit a refund request please email support@poppay.co.uk

Please take note of the following: Upon registration, we will immediately perform our services by providing you access to our parking payment systems and related services as expressly requested by you. Therefore, you acknowledge that we immediately begin such performance and acknowledge that you will not have a right to withdraw from your agreement with us.

5. Various (including Termination Rights and Limitation of Our Liability)

Term. Our agreement to provide the services based on these Terms of Service comes into effect upon successful registration of your account.

Non-compliance and abuse. We can immediately terminate or suspend this agreement in case you do not comply with your responsibilities as set out in these Terms of Service or our documents referred to in these Terms of Service or abuse or manipulate our service. We will provide you with written notice if we choose to terminate or suspend our services. Please note that the following events will, in any case, qualify as events that trigger our right to immediately terminate or suspend our service:

1. Reports of unauthorised or unusual credit card use associated with the personal account including, but not limited to, notice by the card-issuing bank. This includes notices made by you to your credit card company that a transaction was unauthorised or your account compromised and is done in order to protect you from further unauthorised use of your card;
2. Reports of unauthorised or unusual parking account use associated with the account;
3. Abuse by you of the chargeback process provided by your issuing bank;
4. Excessive levels of disputes or chargebacks;
5. Where the card holder name on the payment card associated with your account does not match the name registered for the account;
6. We have reasonable grounds to believe that you persistently fail to pay for parking or pay parking penalties;
7. We are unable to verify or authenticate any information that you provide to us;
8. We believe that your account or activities pose a significant credit or fraud risk to us;
9. We believe that your actions may cause financial loss for you, or us; or

10. Adverse reports from credit agencies.
11. Attempt to gain unauthorised access to our services, the server on which our services are run from, any server, computer or database connected to service including using any robot, spider, other automatic device, or manual process to monitor or copy our service or the content without our prior express written permission;
12. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
13. You commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our service will cease immediately.

Force majeure. In cases of force majeure - for instance, disruptions in the telecommunication infrastructure (Internet), national unrest, mobilisation, war, traffic closures, strikes, lockout, denial-of-service attacks, distributed-denial-of-service attacks, disruption of operations, stagnation of supply, fire, flood or any other circumstances beyond our reasonable control, in which we are prevented from providing our services so that we cannot reasonably be required to fulfil the contract - our duty to perform ceases to apply.

Limitation of our liability. We are not liable for any loss of income, business or profits, or for any loss or damage that was not reasonably foreseeable at the time you entered this agreement or is an indirect or consequential loss or damage.

Our liability for damage arising during the performance of our agreement is limited to the value of the service that we provide to you.

Nothing in these Terms of Service shall exclude our liability for gross negligence and willful intent or death and personal injury caused by our negligence or any other type of liability which cannot be excluded or limited as a matter of applicable law.

Warranty. You are entitled to statutory warranty rights regarding our services.

Changes to these Terms of Service. We may change these Terms of Service. If we decide to do so, we will inform you of such a change on our website. You may terminate our agreement in case you do not agree with these changes. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Applicable law and venue. The agreement and these terms and conditions are governed by the laws of England & Wales. This choice of law will not deprive a consumer of the protection afforded by provisions, from which, according to the law of the state in which the participant has its habitual residence, cannot be derogated by agreement. You have the option to resolve any claim, action or dispute by means of a procedure before the competent courts in the aforementioned jurisdiction.

6. Contact PopPay

If you have any questions about our services, the website, these Terms of Service or anything other related to our services, you can contact us via the following contact information: support@poppay.co.uk.