

**ALIX PARK, LLC**  
**Terms of Use**  
**Effective Date: 5/1/18**

Thank you for using the Alix Park LLC website, also referred to as the "Site". In this document, Alix Park LLC may be referred to as "we", "us", "our", "Alix Park" or "ALIX" and you may be referred to as "you" or "your". Your use of the information, materials, text, images and other content on this Site is subject to the terms and conditions herein, which may be revised from time to time without notice. Please read these terms and conditions carefully.

BY ACCESSING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE (THESE "TERMS OF USE" OR THIS "AGREEMENT").

This Agreement incorporates by reference the [Privacy Policy](#) also found on this Site.

**ALIX Services**

Unless expressly stated otherwise, the services provided by Alix Park LLC ("Services") are limited to informing users of the location and potential availability of certain parking facilities ("Parking Facilities") and facilitating the purchase of Parking Passes (defined below) by listing available Parking Facilities, posting invoices using rates established by Licensors (defined below) and collecting fees on behalf of Licensors. Any fees and/or consideration paid to Alix Park is paid to us only in connection with these Services, unless otherwise indicated.

These are the things that Alix Park does not do ("Excluded Services"):

1. Negotiate terms of parking permits or settle disputes between users of the Site and owners or managers of Parking Facilities;
2. Provide parking service;
3. Operate Parking Facilities;
4. Otherwise accept custody of motor vehicles; or
5. Provide services other than the Services.

The Excluded Services are provided by Licensors who are neither our agents nor acting on our behalf and we have no responsibility whatsoever regarding the safety of persons or property in Parking Facilities where Parking Passes are issued through use of this Site. We are not responsible for any consequences arising from the Excluded Services, including without limitation, consequences arising from not being able to park due to events such as road closures, changing traffic conditions, lot closures, job changes; damage to or theft of your property; or any type of harm or injury to you or your guests.

**User Accounts**

In order for you to access the Site, you will need to create an ALIX account using a valid and unique email address ("Customer Account"). You agree that all information you provide on the Site in connection with creating your Customer Account is current, accurate and complete. You are solely responsible for all activity that occurs with respect to your User Account. You are solely responsible for maintaining the confidentiality of your User Account and keeping the password to your User Account secure. You agree to notify us immediately of any security breach or unauthorized use of your User Account. We will not be liable for any costs, losses, claims or damages that you or any third party incur which are directly or indirectly caused by any unauthorized use of your User Account. You agree to never use another party's User Account without such party's express written authorization

## **Licensors**

Alix Park lists the Parking Facilities on the Site and, as such, facilitates the purchase of parking permits ("Parking Passes") by users of the Site from the independent owners, lessors, managers or operators of the Parking Facilities ("Licensors"). We do not establish the prices for Parking Passes, operate Parking Facilities or determine availability of parking provided by Licensors. While we make every effort to provide accurate information regarding the Parking Facilities listed on the Site, at times such information may become inaccurate and we shall not be liable for any such inaccuracy. In all cases, your use of a Parking Facility will be governed by Licensor's customer agreements or policies in place from time to time ("Licensor Terms and Conditions of Use"). By purchasing a Parking Pass, you agree in all cases to abide by the Licensor Terms and Conditions of Use.

In the normal course of our business, Licensors may represent and warrant to us that they have full authority to sell Parking Passes at Parking Facilities. We are not responsible for confirming whether any such representation or warranty is true and correct, nor are we responsible if any such representation or warranty becomes inaccurate or incomplete prior to or during your use of a Parking Pass. In addition, we will never be responsible for any agreement or other arrangement between you and any Licensor, regardless of whether such agreement or other arrangement is related to your purchase of a Parking Pass from the Site.

## **Parking Prices**

All parking prices on the Site are set directly by the Licensors, not by us. If a Licensor fails to update the Site for increases in parking prices, the Licensor may require collection of the incremental parking charges from you in order for you to receive a valid Parking Pass.

## **Fees, Payments and Taxes**

In connection with facilitating your purchase of a Parking Pass, Alix Park will invoice your User Account for the parking fee established by the applicable Licensor, all anticipated applicable taxes and a service fee retained by us for facilitating the purchase. We retain the service fee as compensation for facilitating reservations and for providing marketing and customer services. The amounts paid to Licensors in connection with your purchase include all anticipated applicable taxes for the Parking Passes. Licensors are responsible for remitting applicable taxes to the applicable taxing jurisdictions. We are not a vendor collecting and remitting taxes to the applicable taxing authorities nor a co-vendor associated with Licensors. If you are required by law to withhold any taxes from your payments to Alix Park, you must provide us with an official tax receipt or other appropriate documentation to support such payments.

You are responsible for all charges, fees, duties, taxes and assessments arising out of the purchase of a Parking Pass, the use of a Parking Facility, the Services or the use of the Site. You agree to pay Alix Park for all fees for providing Services to you, in accordance with the pricing and payment terms presented on the Site and/or billed to you for such Services. Except as provided in these Terms of Use or when required by law, all fees paid by you are non-refundable. We may change the fees for any Services, including any Services billed pursuant to month-to-month registrations, at any time.

## **Auto Pay**

By selecting to use the Site's auto pay feature to purchase Parking Passes, you are authorizing Alix Park to charge your default form of payment for the invoice(s) posted to your account. You are responsible for reviewing all invoices posted to your account prior to their due date to make sure they are accurate. In addition, you are responsible for making sure the form of payment selected is up-to-date and has sufficient funds or available credit to cover the parking charges. If a form of payment is declined during the auto pay collection process, we may make additional attempts to collect the amounts due. Even if you have selected to use the

Site's auto pay feature, you are responsible for making sure your payment is processed in time to get your Parking Pass per the Licensor's payment terms.

### **Monthly Parking Registrations**

Fees for monthly parking reservations will be billed in advance on a recurring, periodic basis ("Billing Cycle"). Your monthly parking reservation will automatically renew at the end of each Billing Cycle unless you contact our customer support team. You may cancel automatic renewal of your monthly parking reservation at any time, in which case your registration will continue until the end of the then-current Billing Cycle before terminating. You may also renew a cancelled registration at any time, subject to availability of Parking Passes at the preferred Parking Facility, by contacting our customer support team.

### **Cancellations and Refunds**

Parking Passes purchased through the Site are refundable up to 24 hours prior to the start time of the reservation, unless noted otherwise. Within 24 hours of the start time of the reservation, all Parking Passes are non-refundable, regardless of your use or non-use of the Parking Pass and regardless of any circumstance surrounding the use or non-use of a Parking Pass (e.g. traffic or weather delays, cancellation of a related event, termination of local employment, relocation).

### **Promotional Marketing Incentives**

We may from time to time issue promotional marketing incentives in the form of promotional codes, promotional discounts, coupon codes or other marketing incentives ("Incentive Programs"). The Incentive Programs are given for no exchange of value or other consideration and you therefore have no ownership interests or rights in the Incentive Programs. For this reason, we reserve the right to deactivate any Incentive Program at any time and for any reason, including without limitation, mistake, failure to maintain an updated online account, unauthorized use or suspicion of fraud or abuse of any promotional program or Incentive Programs. Further, we reserve the right to terminate or discontinue any promotional program or other program offering incentives at any time.

### **Promotional Rates**

Parking Passes purchased on the Site may not be combined with any additional coupons, special offers or other promotions after payment is made on the Site.

### **Email and Phone Communications**

It may be necessary from time to time for us to contact you by phone (voice or text) or email about your User Account, parking payments, parking facility availability or pricing changes. We may also send you email with general information or special offers about products and services that may be of interest to you. In most cases, we will give you an opportunity to accept or decline the receipt of promotional email.

### **User Submittals**

You agree that any information you provide through the Site will be truthful, accurate and complete. You represent and warrant that you own any information provided through the Site or otherwise have appropriate authority to provide any such information through the Site. All information that you submit to us through the Site shall be deemed and remain our property and we may use, for any purpose, any ideas, concepts, know-how or techniques contained in such information. We have no obligations regarding such information or otherwise specifically agreed to in a separate writing or required by law. You acknowledge and agree that you will not provide any information or material to us or the Site that is defamatory, threatening, obscene, harassing or otherwise unlawful, or that incorporates the proprietary material of another person or entity.

## **Use of Content**

The text, images, data, illustrations, files, audio and video clips, designs, documents and other materials and content (collectively, the "Content") on the Site is the property of Alix Park LLC and may be protected by copyright and other restrictions. Copyrights and other proprietary rights in the Content may also be owned by parties other than us. You may not copy, modify, distribute or otherwise use any of the Content, except for your personal and non-commercial use. We may withdraw any Content from the Site at any time in our sole and absolute discretion.

## **User Warranty**

By downloading, printing or otherwise using any of the Content, you agree that you will restrict your use of such Content to personal and non-commercial use, comply with these Terms of Use, and not violate our rights or the rights of any other person or entity. We do not warrant that use of any of the Content will not infringe the rights of third parties.

## **Commercial Use is Restricted**

Unauthorized commercial publication or exploitation of text, images, documents, materials or any other Content is prohibited without our express written consent. If you wish to use any of the Content for commercial use, publication or any purpose other than personal use, you must obtain our express written permission prior to such use. We may, in our sole and absolute discretion, grant permission for such use on a case-by-case basis and we may charge a fee for such use. Without limitation of the foregoing, you agree that you may not sell, convey, license, sublicense, or resell any of the Content, or attempt to sell, convey, license, sublicense, or resell any of the Content.

## **Trademarks**

Names, titles, trademarks, service marks and logos (collectively, the "Trademarks") displayed on the Site are our registered and/or unregistered common law trademarks or those of third parties. Nothing contained in the Site should be construed as granting, by implication or otherwise, any license or right to use any Trademark displayed on the Site without our express written permission or that of the appropriate third party that owns the Trademark. Except as permitted by these Terms of Use, any unauthorized use of the Trademarks is prohibited.

## **Digital Millennium Copyright Agent**

For purposes of the Digital Millennium Copyright Act ("DMCA"), we have designated an agent for notices of claimed infringement. If you have any objections governed by the DMCA, please contact the agent listed under the Section entitled "Contact Information" below ("Copyright Agent"), as detailed below, with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site;
- Your address, telephone number and email address;
- 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
- 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.

We provide this contact information for purposes of the DMCA only and reserve the right to respond to communication that is relevant for this purpose.

### **FTC Disclosure Policy**

The Federal Trade Commission requires us to disclose any relationship we may have with any person or entity that provides something of value in connection with any endorsements made on the Site. No such advertising, sponsorship, paid insertions or other forms of compensation for endorsements are made to us in connection with the Site.

We are not compensated to provide an opinion or an endorsement on products, services, websites and various other topics. The views and opinions expressed on the Site are purely our views and opinions or those of the users of the Site who maintain User Accounts (as defined below). If we claim or appear to be an expert on a certain topic or product or service area, we will only endorse such products or services that we believe, based on our expertise, are worthy of such endorsement, and we shall not be compensated for such endorsement.

### **Links to Third Party Websites and Our Employee Email Addresses**

The Site may contain links to third party websites. The linked sites are not under our control and we are not responsible for the contents of any linked website. These links are provided as a convenience only and shall not be construed as our endorsement of, sponsorship of, or affiliation with a linked website. The Site may also contain links to the email addresses of various employees for purposes of feedback and communication regarding the Site and our products and services. By clicking on a link to an employee's email address, you leave the Site and enter into a restricted access area which these terms and conditions do not govern. We assume no responsibility or liability with respect to your entering such restricted access areas.

### **Third Party Solicitations**

You are prohibited from providing third parties with links to our Site unless you obtain our prior written consent. If you arrive at the Site from a third-party link or as a result of any of the prohibited solicitations described in this paragraph below, please note that such link to or solicitation for the Site does not imply a relationship with, or endorsement of, the third-party website or its content, purpose, policies or practices. Other than any programs specifically sanctioned by Alix Park (such as our referral program), you agree not to engage in solicitation activities on our behalf for any reason, including activities that refer potential customers to our Site, such as distributing flyers, coupons and other printed promotional materials or their electronic equivalents; engaging in verbal solicitation (e.g., in-person referrals); initiating telephone calls; and sending emails. In the case of any programs specifically sanctioned by Alix Park, you agree to at all times abide by the terms and conditions of such programs.

### **Administration; APIs**

If you are a Site user as part of any group or company participation, your group or company's designated contact person ("Administrator") may administrate your use of the Site. This Administrator may have the ability to access and control your User Account. As such, your Administrator may have access to information about your User Account and other information that you provide to the Site, and may input information into the Site and your User Account on your behalf. Your relationship with any Administrator is governed by the terms and conditions of any agreement or policies between yourself and the Administrator, and you agree that by using the Site with an Administrator, we will have no liability for the data, parking arrangements or other information provided by the Administrator or for any actions, non-actions or omissions of such Administrator.

You may also decide to give third parties access to your information and User Account via application programming interfaces ("APIs"). Any use by APIs of your information will be governed by the privacy policies and terms and conditions for use of such APIs.

### **Non-Malicious Use**

You agree not to use or launch any automated system, including without limitation, "robots", "spiders" or "offline readers" that accesses the Site in a manner that sends more request messages to the Site's servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content.

Alix Park reserves the right to grant the operators of public search engines permission to use spiders to copy materials from the Site for any uses which we determine are necessary or desirable for the operation of our business.

### **Required Notices**

We are not required to collect, and do not collect Oklahoma, South Dakota and Vermont sales or use tax. Any purchase made is subject to Oklahoma, South Dakota and Vermont use tax unless it is specifically exempt from taxation. The purchase is not exempt merely because it is made over the internet, by catalog or other remote means. The States of Oklahoma, South Dakota and Vermont require all resident purchasers to report all purchases that were not taxed and pay tax on those purchases. The tax may be reported and paid on the individual income tax return for each state or by filing a consumer use tax return. All use tax forms and corresponding instructions are available on the website of each state's Department of Revenue: for Oklahoma, [www.tax.ok.gov](http://www.tax.ok.gov); for South Dakota, [www.state.sd.us](http://www.state.sd.us) and for Vermont, [www.state.vt.us/tax](http://www.state.vt.us/tax), as they may change from time to time.

### **Cookies and Web Beacons**

The Site may collect cookies, which are small pieces of information sent to your browser by a website that you visit. We may use cookies to compile and provide aggregate statistics about the Site's visitors, traffic patterns and related information to third parties, but such information will not identify you personally. Cookies may help us adjust the content of the Site and provide better service to visitors. You may set your browser to refuse cookies from any website that you visit. If you refuse cookies, you may still gain access to most of the Site, but you may not be able to conduct certain types of transactions.

The Site may also contain electronic images known as web beacons (sometimes called single-pixel gifs) that may be used to assist in delivering cookies on the Site and allow us to count users who have visited the Site. We may include web beacons in promotional email messages or newsletters.

### **Termination of Use**

User access to all or part of this Site may be terminated or suspended at any time, without notice and for any reason.

### **Limited Access**

From time to time, the Site may be inaccessible or inoperable for any reason, including equipment malfunctions, Site updates, maintenance and repairs and causes beyond our control or those that are not foreseeable. We make no guarantees with respect to the availability or uptime of the Site, the Content or access to Parking Passes. We may conduct maintenance on any of the foregoing at any time with or without notice to you.

## **Security**

Transmissions over the internet are never 100% secure or error-free. We take reasonable steps to protect your Personal Information from loss, misuse, unauthorized access, disclosure, alteration and destruction. We may use certain trusted third parties to help us provide, improve, protect and promote our services. These third parties will access your information only to perform tasks on our behalf and in compliance with these Terms of Use.

## **Disclosure of Personal Information**

We may disclose any of your information (including Personal Information) to third parties if we determine that such disclosure is reasonably necessary to comply with the law; protect any person from death or serious bodily injury; prevent fraud or abuse of Alix Park or our users; or protect our property rights.

## **WARRANTY DISCLAIMERS**

THE INFORMATION AND DESCRIPTIONS CONTAINED ON THE SITE ARE NOT INTENDED TO BE COMPLETE DESCRIPTIONS OF ALL TERMS, EXCLUSIONS AND CONDITIONS APPLICABLE TO EVERY PRODUCT OR SERVICE THAT ALIX OFFERS, BUT ARE PROVIDED FOR GENERAL INFORMATIONAL PURPOSES. ALIX PARK LLC MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE CONTENT ON THE SITE IS SUITABLE FOR YOUR NEEDS, IS COMPLETE, TIMELY OR RELIABLE. ALL TEXT, IMAGES AND OTHER CONTENT ON THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND/OR NON-INFRINGEMENT. ALIX PARK DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL CODE, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED.

## **GENERAL DISCLAIMERS**

ALIX PARK LLC ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR (I) ANY ERRORS OR OMISSIONS IN THE CONTENT ON THE SITE, (II) DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THE SITE OR YOUR DOWNLOADING OF ANY TEXT, IMAGES OR OTHER CONTENT FROM THE SITE, OR (III) ANY DAMAGE ARISING IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, OR LINE OR SYSTEM FAILURE.

## **LIMITATION OF LIABILITY**

ALIX PARK LLC, ITS AFFILIATES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES WILL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, COMPENSATORY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (EVEN IF ALIX PARK LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR RELATING TO THE USE OF, RELIANCE ON OR INABILITY TO USE THE SITE OR THE CONTENT OR SERVICES PROVIDED ON OR RECEIVED FROM THE SITE. PLEASE NOTE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

## **Indemnity**

You agree to indemnify and hold us, our managers, members, officers, employees, agents and representatives harmless from any loss, liability, claim or demand, including reasonable attorneys' fees and costs, due to or arising out of (i) your use of the Site; (ii) your breach of these Terms of Use; (iii) your breach of any Licensor Terms of Use; or (iv) your violation of any third party right.

## **Release**

You release us and our manager(s), officers, member(s), employees, agents, representatives and licensors from any and all claims, demands, losses and damages of every kind and nature, whether known or unknown, arising out of or in any way relating to the Site, your use of the Site, other users' use of the Site and any dispute or defense you have or claim to have against us or one or more users of the Site.

### **Reservation of Rights**

We specifically reserve all rights that we do not expressly grant in these Terms of Use. Nothing on the Site or in these Terms of Use grants any right or license to use any property of any third party.

### **Contact Information**

If you wish to contact us regarding information about our products and services, permission to reproduce or use any Content on the Site, notices of claimed infringements of the DMCA, or any other reason, please contact us at:

28632 Roadside Drive #155  
Agoura Hills, CA 91301  
Email: [privacy@alixpark.com](mailto:privacy@alixpark.com)

### **Severance and Waiver**

You acknowledge and agree that in the event any provision of these Terms of Use is held by a court to be invalid, unlawful or unenforceable, the validity, legality and/or enforceability of the remaining provisions contained in these Terms of Use will not in any way be affected or impaired. Our failure to exercise or enforce any right or provision under these Terms of Use will not constitute a waiver of such right or provision by us.

### **Venue and Choice of Law**

These Terms of Use are governed by the laws of the State of California. Any case, controversy, suit, action or proceeding arising out of, in connection with or related to these Terms of Use or the Site shall be brought in a federal or state court located in Los Angeles County, California, and you hereby waive any objection to the exclusive jurisdiction of such courts.

### **Entire Agreement**

You agree that these Terms of Use constitute the entire agreement between you and us with respect to your use of the Site. You agree that these Terms of Use supersede any other agreements between you and us with respect to your use of the Site.

### **Modifications**

Alix Park LLC may at any time modify these Terms of Use, and your continued use of the Site will be conditioned upon the terms and conditions in force at the time of your use.