

# GENERAL TERMS OF USE

## 1. General Information - Legal notices

The website [http://192.168.160.185/reservation\\_website/web](http://192.168.160.185/reservation_website/web) and the "eReservation" app are edited by the company **Innotec**.

## 2. Definitions

In the present general terms of use, terms and expressions beginning with capital letter not defined into these conditions, shall have the following meaning, whether used in the singular or in the plural :

- "**App**" : refers to the used mobile software developed by Innotec and available on the Appstore and GooglePlay online downloading platforms.
- "**CGU**" : refers to the present general terms of use and the various documents that supplement them.
- "**General conditions of sale**" : refers to the booking conditions and the availability of a parking space which is unique to each Partner, including the Partners Parkings, against the payment of the user.
- "**Booking**" : refers to the User's willingness to book a parking space for a car in a Partner Parking, for a specified period.
- "**Personal Account**" : refers to the account created by each user on the website or even on the app in order to access to the services.
- "**Booking Confirmation Email**" : refers to the contractual document received by the User on his email address with the confirmation and the summary of the booking that has been made, the amount paid by the User, the necessary information for the smooth running of the parking lot into the Partner's car park as well as the cancellation conditions.
- "**Parking Space**" : refers to any Parking Space proposed by a partner via the Website and the App into a Parking's Partner.
- "**Partner's Parking sheet**" : refers to the sheet/page reserved to each Partner's parking sheet, that precises the space of the Parking 's space, the exit conditions and the available parking spaces and the applicable prices.
- "**Connection identifier**" : refers to the email address and the password that allow each User to log in to his Personal Account.
- "**Partner**" : refers to all kind of operators, private or public, that have concluded a partnership contract with eReservation regarding the availability of Parking Spaces via eReservation's Solution.
- "**Partner's Parking**" : refers to any private or public car park offering Parking Spaces via the Website or the App.
- "**Service**" : refers to the proposed services by eReservation or its Partners via the Website or the App.
- "**Website**" : refers the website accessible at the address [http://192.168.160.185/reservation\\_website/web](http://192.168.160.185/reservation_website/web) or via the all the subcategories and all its elements and content (graphic charter, frames, banners, flash and video animations, source code, programming html code, etc.)
- "**eReservation Solution**" : refers to all the technologies developed and the Services offered by Innotec via the Website and the App.

- **"User"** : refers to any natural person using the Website or the App.

### **3. Subject and GTU acceptance**

The GTU aims to define the general conditions of the Website, the App and the Services provided. The Use of the eReservation Solution and the making of any booking are conditional on these present GTU acceptance. When the Personal account is created, and once every single booking is made, the User is invited to read and accept the GTU before pursuing to use the App and the Website to tick the box indicating " I accept eReservation's general terms of use". The GTU acceptance is full, undivided and unreserved.

In the event of any conflict between the GTU and the Booking Confirmation Email, the GTU shall prevail.

Innotec has the right to adapt or modify at any time the GTU conditions. the features offered on the Website and on the App or their operating rules. When the modification occurs after the beginning of a booking, the modification doesn't apply to the parking duration.

### **4. Presentation of the activity and the eReservation Services**

eReservation is a digital service provider that provides its Partners and Users the eReservation Solution. It allows Partners to propose Parking Spaces and, Users to book those parkings spots.

The eReservation Solution is composed of a software and a hardware technology to allow the following services :

- the list of Partners Parking close to an address or a place of interest;
- the possibility to consult the availabilities and the prices of the parking spaces proposed by the Partners Parkings;
- the booking of the car park spaces offered by the Partners;
- Secure and encrypted payment of any reservation by debiting the credit card informed into the Personal Account or during the Booking;
- On the App, the User geo-tracking and its guidance with GPS to the Partner Parking in which a parking space has been booked, subject to the compatibility of the smartphone with the service, the activation of the geo-tracking data and the gathering of the necessary technical conditions (availability of the signal), and;
- a help center for any issue related to the Services provided by Innotec or by its Partners.

Innotec offers the Partners' Parking and for his reason creates Sheets of the Partners' Parkings from the information communicated by the Partners. Even if it must ensure reliability of these information, Innotec cannot guarantee the topicality, the correctness and the completeness.

eReservation has no control of any kind on the Partners' Parkings and the car park spaces proposed by the Partners, in particular, their qualities, the maintenance or their security conditions.

By booking via the Website or the App for a parking space into a Partner's Parking, the User contracts directly with the Partner concerned, and Innotec is only the representative.

Innotec cannot guarantee that the Website, the App and the Services proposed, are accessible all the time, without interruption or a failure, to the extent that their access could be suspended for progressive or corrective maintenance reasons, technical or processing difficulties or independent circumstances of the EReservation's will. Innotec neither guarantee that the Website or the App are not going to be exposed to failures, mistakes or bugs, nor that will be corrected, nor that the Website or the App will be compatible with the User's tools or their configuration.

### **5. Personal Account**

To access all the services, the User has to create previously a Personal Account. On this occasion, the User will have to inform on the Website or on the App, information allowing to be identified (last name, first name, postal address, date of birth, mobile number, etc.), communicate a valid email address, that will serve as a identification, and to choose a password (together formed as the "Identification Elements").

Once the User is connected for the first time, he will have to register the information related to his payment, namely the number, the expiration date and the visual cryptogram of the credit card on which the amount of each booking and the eventual associated additional expenses will be debited.

The User is required to update his identification information and shall not communicate incorrect or wrong information as part of the creation or his Personal Account updating.

The Connection identifier is unique to each User and reserved to his personal using. Therefore, the User is not allowed to communicate those information for a third person. In any case, any action performed with the User's personal identification information, will be considered to be made by the person and under his responsibility. The User recognizes his entire responsibility with any using of his Identifications or his Personal Account.

If the information is used by a third person without authorization, Innotec will not be responsible to the User concerned and this one will have to inform promptly eReservation of this inconvenient, through an email to : [contact@innotec.com.tn](mailto:contact@innotec.com.tn). The User can require at any time the removal of his Personal Account sending an inquiry via email to the eReservation customer service to [contact@innotec.com.tn](mailto:contact@innotec.com.tn). This removal will take place after the transaction or any booking in progress.

## **6. Booking of a parking space**

### **6.1 Booking**

The User can book parking spaces into the Partners' Parking through his Personal Account, on the Website and/or the App. At the moment of his booking, the User has to inform the date, the hour of the beginning and the minimum duration of his booking, the model of the vehicle, the license plate according to the Parking Space reserved, as well as the credit card that will serve to pay the booking (the credit card registered into the Personal Account appears as a default). Each booking made by the User is exclusive and dedicated to the vehicle corresponding to the license plate communicated when making the reservation. Each booking made must be confirmed by an email sent to the User.

The General Terms of Sales unique to each Partner's parking (type, height of the authorized cars, entry and exit conditions, cancellation conditions, etc.) are mentioned, during the booking process, on the Partner's Parking sheet concerned.

The User must be informed of those General Terms of Sale before finalizing his reservation, their acceptance is necessary for this step. The General Terms of Sale are also mentioned in the confirmation email sent to the User. Each booking must be made according to the General Terms of Sales (including the established privacy policy) and the Parking's Partner rules of procedure concerned.

### **6.2 Cancellation**

The User can cancel his booking until the delay specified in the General Terms of Use, as well as in the confirmation email, with the condition of not accessing the Partner's car park. In case that the cancellation is out of this delay, the prepaid amount realized by the User will be belonging to the Partner concerned.

## **7. Pricing conditions**

### **7.1 Prices of the Parking Spaces**

The prices of the Spaces to the Partners' Parking are indicated on the Website and/or the App. The prices are mentioned in euros and all-inclusive taxes. That can be represented differently. In particular, hours, a minute, packages and subscriptions. eReservation can modify the prices at any moment. The confirmed bookings by eReservation is billed to the User on the basis of prices in force at the moment of the booking.

### **7.2 Additional expenses**

In case of exceeding time limit regarding the parking time realized by the User, will give rise to an extra cost in accordance with the Partner's Parking public tariff at the exit from the car park or failing that, according to the fee scheduled displayed on site ("Additional fee"). Every overshoot caused will be directly billed by the Partner from the User, or it could be billed by eReservation in favor of the Partner's account concerned and paid by debiting the credit card of the User used when making his booking (or, if it has been modified, registered into the Personal Account). In

case of failure by the User with these obligations, penalties could be billed in accordance with the contractual stipulations of the GTU.

## **8. Payment terms**

EReservation collect payments for the Partners' accounts.

The expenses made by the Users to the Partners are realized by debiting the credit card informed when making the booking.

The correspondent invoice will be accessible by the User while identifying to his Personal Account.

The User irrevocably accepts that the credit card used during his booking (or if it has been modified, registered into the Personal Account) is debited from the amount of the booking, additional expenses in case of exceeding time limit and penalties could be applied in accordance with GTU.

As well, he accepts to pay directly to the Partner's parking every amount which would not have been paid to EReservation. EReservation has the right to suspend the User's access to the Services, temporary or definitively, in case of no payment. EReservation uses the secured payment tool, Paybox, provided by the company Verifone and make the User guaranteed that it has no access to the confidential information related to the payment's method used by the User to pay his booking.

The User guarantees EReservation has the eventual necessary permissions to use the credit card informed during the booking validation and that credit card provides access to sufficient funds to cover the costs related to the reservation.

## **9. Traffic and car parking space**

The User can enter and exit the Partner's Parking according the conditions and the modalities mentioned into the Partner's Parking sheet. In case of a parking place assigned to the User during the booking, this one must park his car in that space.

As well, in case of a parking space reserved to the EReservation users, the User must park his car into this car park space. In any other cases, in particular, the free spaces, the User can park his car where he wants on the available spaces of the Parking of the Partner. In no way, the User can't park out of the floor's lines of each space or an unsociable place or not authorized, and more generally on a space that is not suitable to park any vehicle (for example, traffic lane, access ramp, etc.). In case of involuntary immobilization of the vehicle into a Partner's parking and/or around the access road to the car park, the User has to take the necessary measures to throw up the traffic lanes and to inform immediately EReservation, by calling the number indicated on the Website or on the App or even by sending an email to [contact@eReservation.fr](mailto:contact@eReservation.fr). In case of parking his car out of a parking space or in case of an immobilization of the User's vehicle, or even out of the spaces reserved for the EReservation's customers, the User must pay a penalty corresponding to an amount of 200 euros VAT, without prejudices to the additional expenses eventually realized in case of an overshoot related the parking duration. After a written warning sent to the User, EReservation or the Partner concerned can abandon the User's car at his expense and risk. As well, in the event of a disaster, presumed danger or for any other legitimate reason for moving the vehicle of the User. The User has to respect the internal regulation, his police and security regulations, the present traffic signal, in particular, the speed limit, the eventual instructions of the parking's staff and the road traffic regulations. In case of breaking these rules, that can cause the cancellation of the booking, without allowance, nor any refund. The User moves and parks in the Partner's parking at his expenses and risks, therefore EReservation and its Partners could not be considered as agents of the User's car or of its content and have no obligation to assume any oversight regarding his vehicle, the amount paid while booking is considered as a right to park his car and not a guarding right, monitoring or the deposit vehicle. However, if the User chooses to park his car into a parking belonging to a valet service, the Partner must assume all the obligations at the expense of the valets, in accordance with the articles 1915 and related to the civil code and every limit of the Partner's responsibility, must be taken account by the User into the Parking's general terms of sales.

## **10. Availability of the parking space**

The User must leave his parking spot according to the conditions and the delays mentioned into the Partner's parking sheet. The parking space must be left into its normal self, before its using by the User. The User cannot claim any refund if he leaves his space before the end of his booking duration. When the user is exiting the parking and if the gate is opened, the User must follow the procedure indicated in the booking confirmation email, to inform EReservation of the end of the using of his parking place. Otherwise, the using is going to be billed according to the fee scheduled, until informing EReservation of the end of this using. In a case of exceeding time limit to more than 8 hours, the User must pay a penalty of 200 euros VAT over and above the additional expenses due to the overshoot of the parking duration. After a written warning sent to the User, EReservation or the Partner concerned can abandon the User's car at his expense and risk.

## **11. User's Obligations – Warranties**

The User guarantees the ability to be in possession of the vehicle's registration document, mentioned in the booking confirmation email. He also guarantees to EReservation and the Partner that the car communicated in this email is ensured and that he's himself insured as a driver. He is committed to respect all the legal and regulatory obligations related to his insurance. To use or subscribe to all the Services, the User make sure that the materials and their configuration conforms to the EReservation specifications. In particular, to benefit from the geo-tracking Services and guidance with GPS proposed by EReservation, the User has to ensure the activation and the setting of the location data. The User is committed to be conform to the GTU, and to the Partner's General Terms of Sale applicable to the subscribed services, the internal regulation, police or the Partners' Parkings' security for which he made his booking, to the traffic regulations, and more generally to all the laws and applicable regulations. In particular, the User is committed to respect the provisions of the traffic regulations as part of his using of the EReservation Solution, including during the GPS guidance until arriving and parking into the parking space. For this reason, the User is informed that using his mobile phone while driving is strictly forbidden. Therefore, when he turns on the geo-tracking Service and the guidance par GPS proposed by EReservation, the mobile or screen used has to be held on a device and not in the hand. The User cannot damage, degrade, deteriorate or dirty the Partners' Parking, the vehicles or any other furniture. He mustn't use the information present on the App or on the Website to provide a directory service to the public or a competing service to the App or the Website. The User may not allow to use the App, the Website or the Services proposed for illegal or fraudulent purposes for breaking the law, the morals or prejudice the EReservation, his Partners or a third person. In case of violating these rules, EReservation can delete the User's Personal Account, unilaterally and without allowance, after sending an unsuccessful formal notice for 48 hours to the User according to the email address communicated in his account.

## **12. EReservation and his Partners' responsibility - Limits**

EReservation is only responsible for the obligation of means regarding the Services provided via its Website or the App. The responsibility of EReservation and its Partners is expressly limited to the price realized by the User for his booking. In no way, EReservation cannot be considered as responsible for any unpredictable damage, indirect or immaterial, such as loss of profit, loss of business opportunities, loss or damage the brand or the notoriety, etc. As well, EReservation is not responsible for the following reasons like (i) total or partial inability to access to the Website or the App or even to use the Services proposed, (ii) a mistake or a negligence from the User or an incompatibility of the devices he uses or their configuration with the Website, the App or the proposed Services, (iii) to an act of a third party or a third software, or (iv) in case of force majeure, including the interruption of the telecommunications means for any reason whatsoever. Finally, the contract of the provisions of services regarding the parking space is concluded between the User and the Partner's parking, for which EReservation has no control, so EReservation cannot be considered as responsible for (i) inaccuracy of the information related to the Partners' Parking, (ii) a non-execution or a wrong execution by a Provider regarding his obligations for a booking made via the Website or the App, (iii), a damage occurred on the User's vehicle or caused to the User himself or his passengers in the Parking, or (iv) the theft of the User's vehicle or its content.

## **13. Information - Claims**

Every general information, accuracies claims have to be sent to the EReservation customer service, via the electronic form present on the Website or by phone by dialing the number that appears on the Website or the App. The Partner is legally committed to the User, when a booking is made on the Website or the App. Therefore, the Partner is the only responsible for the successful implementation of the services of the parking lot provided (and its

associated services). As a technical intermediary, EReservation concentrate claims, specially, those related to the parking provision. Every claim has to be sent as soon as possible and at the latest in a delay of 15 days after the end of the consumed service, by email to the following email address: [contact@eReservation.fr](mailto:contact@eReservation.fr) and by a registered letter with acknowledgment of receipt to the following post address : EReservation - Services Clients - 10, rue Chaptal, 75009 Paris. After this time, no claim will be taken into account. The receipt and the treatment of a claim by EReservation doesn't imply the acceptance of its validity. If the claim concerns a Service proposed by a Partner, the EReservation customer service will be in charge of sending it to the Partner, according the conditions and limits scheduled by the GTU.

## **14. Website**

EReservation set up interactive communication tools that allow User to make a comment and to note the conditions of his parking lot, the Partners' Parking and the Parking Spaces that he used via the Website or the App. EReservation has the right to delete any comment or appreciation that could infringe the third-party rights. The User cannot publish hyperlinks to internet sites whose content would contravene the laws and regulations in force and/or the provisions of the present GTU, nor reproduce brands, logos or any other abbreviation or element without having the necessary privileges. The Website and the Application may contain, if so, hyperlinks to edited internet sites and hosted from servers on which EReservation has no control. EReservation declines all responsibility regarding the access by the User to those websites.

## **15. Personal Information**

The personal information communicated by the User while he's using the Website or the App (including the geo-tracking data his banking data) allow EReservation and its Partners to manage the relation with the User, to provide the Services proposed on the Website or the App, to optimize the parking lot, to manage the means of access and, if so, and to submit business offers to the User. The primordial data to EReservation and his Partners are indicated by an asterisk while creating his Personal Account. Failing that, these mandatory details, the Personal Account couldn't be created. The other information including the supply that is optional, are aimed at knowing better the User and to improve the Services that are proposed to him. In the absence of any information regarding this optional information will not avoid the creation of the User's Personal Account. EReservation is the only responsible of the treatment of the collected information on the App or on the Website. The recipients of the data are EReservation, his subcontractors as well as the Partners concerned by the Services subscribed by the User. The User accepts expressly that his personal information is stocked, treated and transferred by EReservation to his Partners or subcontractors, including in other countries of the European Union, that won't be able to access to these individual-related data, except for the needs of the Services' provision and into the respect of the legal provisions and the applicable regulations. When the User ticks the box indicating " I accept to receive business information from EReservation's Partners", his personal information could be transmitted to these Partners and to third Partners. Therefore, the User may receive the business information from the EReservation's Partners and from third parties by email, phone (sms, mms, etc.) or by post. In accordance with the law n° 78-17 relative to the computing, to the files and to the liberties of January 6th, 1978, User is entitled to access, correct, change, opposition and delete personal information about him and has the right to define guidelines for his information, after his death. The User can exercise this right by sending a letter to the EReservation Customer Service, located 10 rue Chaptal - 75009 Paris or an inquiry by email to the following email address, namely [contact@eReservation.fr](mailto:contact@eReservation.fr). In that way, any inquiry is free, doesn't need to be justified and could intervene at any moment including after collecting the User's personal information. It should be signed and accompanied by a copy of his ID, with his signature, and precise the postal address, the answer will be received on. An answer will be received by the User within 2 months, of receipt of the inquiry. The personal information communicated by the User while he's using the Website or the EReservation App, are kept by EReservation for 2 years. Outside this deadline, this information are going to be automatically deleted. During consultation of the Website and the App, information relating to the User's computer browsing may be registered in cookie files installed on the computer or the User's mobile terminal subject to the choices expressed by the User, that could be modified at any time. For any further information on the kind of cookies used on the Website or on the App, the objective of each one of them and on the means to oppose it, the User is invited to consult the Cookies page presented on the Website and on the App, clicking the "Cookies" link.

## **16. Intellectual property**

EReservation or his Partners hold the exclusive license of the intellectual property rights relating to the Website, the App and their content (graphic charter, texts, illustrations, videos and images, whether visual or acoustic, data bases, brands, logos, domain names, etc.). Any representation, reproduction, modification, adaptation, translation, publishing, exploitation of all or only a part of the Website or the App or elements or data that composed it, is strictly forbidden without the written prior consent by EReservation. The using of hyperlinks, directed to the Website or the App is authorized by EReservation, provided that is carried out with the sole purpose of promoting EReservation and with the condition that the integrity of the site or the App be preserved and that no risk of confusion exists between the Website and the App and internet sites edited by third parties. Any other using is forbidden without the written prior consent by EReservation. In particular, any User is strictly forbidden by EReservation from using the technical like "framing", "inline linking", and "deep-linking" related to a servile replication of the content of the Site that is not authorized, and its integration on websites edited by third parties.