

GENERAL TERMS AND CONDITIONS FOR CONSUMERS

Parknexa Sh.P.K

Effective as of: June 1, 2025

1. APPLICABILITY

These general terms and conditions (the “**General Terms and Conditions**”) apply when Parknexa Sh.P.K, a limited liability company registered in Albania (“**Parknexa**”), provides Services (as defined below) to natural persons (consumers) (the “**Customer**”).

All Services are provided in accordance with mandatory Albanian law and in accordance with: - Any individually agreed terms and conditions; and - These General Terms and Conditions.

In case of deviation between the abovementioned provisions, they shall take precedent in the abovementioned order.

The Services are directed to natural persons 18 years of age or older.

Section 16 includes special provisions governing the use of Parknexa services abroad.

By registering with Parknexa (see section 3.2), the Customer agrees with and accepts to be bound by these General Terms and Conditions, by which a binding agreement (the “**Agreement**”) arises. These General Terms and Conditions form part of the Agreement between Parknexa and the Customer.

All terms and conditions are subject to Albanian law, including but not limited to: - **Albanian Civil Code** (Law No. 7850/1994, as amended) - **Albanian Consumer Protection Law** (Law No. 9902/2008, as amended) - **Albanian Law on Electronic Commerce** (Law No. 10128/2009, as amended) - **Albanian Law on Personal Data Protection** (Law No. 9887/2008, as amended) - **Albanian Payment Services Act** (Law No. 92/2014, as amended) - **Albanian Law on Prevention of Money Laundering and Terrorism Financing** (Law No. 9917/2008, as amended) - Other applicable Albanian legislation and regulations

If the Customer also has a business user account with Parknexa, Parknexa’s from time to time applicable general terms and conditions for business customers apply in applicable parts to the Customer’s business related use of any services provided by Parknexa.

If the Customer has authorised, permitted or otherwise made the Customer's Parknexus account available for someone else to use, the Customer bears full responsibility under the Agreement for such use (including, for the avoidance of doubt, the obligation to pay any accrued fees).

2. DEFINITIONS

In these General Terms and Conditions, and in connection with the Services, defined terms and expressions shall have the meaning set forth below:

- “**App**” means Parknexus’s mobile phone application
- “**Car App**” means Parknexus’s application to be used in the infotainment system of certain types of vehicles
- “**CameraPark**” shall have the meaning set forth in section 4.1.2
- “**Charging Cost**” means the price payable by the Customer in relation to a Charging Session
- “**Charging Service**” shall have the meaning set forth in section 3.1.1
- “**Charging Session**” means a single, continuous charging session ordered by the Customer
- “**Parking Points**” means the prepaid digital parking units that Customers can purchase and use exclusively to pay for parking Services within Parknexus-operated or partner parking facilities
- “**Parking Points Balance**” means the total amount of unused Parking Points in a Customer’s account
- “**Parknexus Card**” means the pass which Parknexus may provide to the Customer
- “**Parknexus System**” means Parknexus’s electronic system for modern parking and related services
- “**IVR Service**” means Parknexus’s interactive voice response service
- “**Licence Plate Number**” means the official registration number of a vehicle
- “**Mobile Phone**” means a mobile phone or tablet
- “**Parking Guidance Service**” shall have the meaning set forth in section 3.1.1
- “**Parking Lot**” shall have the meaning set forth in section 4.2.1
- “**Parking Service**” shall have the meaning set forth in section 3.1.1
- “**Party**” and “**Parties**” means Parknexus and/or the Customer
- “**Partner**” means any partner with whom Parknexus co-operates
- “**P-operator**” means any parking operator with whom Parknexus co-operates
- “**Service/-s**” shall have the meaning set forth in section 3.1.1
- “**SMS Service**” means Parknexus’s SMS service
- “**Website**” means Parknexus’s website www.parknexus.com

Additional definitions may be found elsewhere in these General Terms and Con-

ditions.

3. GENERAL TERMS AND CONDITIONS FOR THE SERVICES

3.1 General

Parknexa provides an electronic system for modern parking, through which Parknexa, in co-operation with P-operators, municipalities and other Partners, enables Customers to administrate parking of vehicles (the “**Parking Service**”) and other functions. The Parking Service and Additional Services, as well as other services provided by Parknexa from time to time to consumer customers are jointly referred to as the “**Services**”.

Important Note: Parknexa does not provide any parking locations, parking spaces, paid parking, or facilities for charging of electrical vehicles as such. Parknexa operates under two distinct service models:

1. **Product Services:** Parknexa cooperates with parking garages to offer parking system automations, where data is stored in Parknexa’s cloud infrastructure.
2. **Software-as-a-Service (SaaS):** For municipalities and government law enforcement agencies, Parknexa operates as a SaaS provider, facilitating parking management without owning or storing customer data.

The Services offered by Parknexa are often dependent upon, or provided in combination with, services offered by P-operators and Partners. Such third parties may have their own applicable rules, regulations and/or terms of service. The Customer is required to comply with such rules, regulations and/or terms of service in connection with its use of the Services.

Parknexa is not responsible nor liable for the services offered by P-operators and Partners.

Some Services may be offered simultaneously and separate costs and fees for each Service may be applicable and charged. For a more detailed description of the Services, reference is made to the information provided on the Website and in the App/Car App from time to time.

Fiscal Compliance: All transactions are fiscalized through licensed partners that connect to Albanian government tax authorities, including but not limited to Fature.al, ensuring full compliance with Albanian fiscal regulations.

3.2 Access to the Services, Registration Data, etc.

A pre-condition for the Customer to gain access to the Services is that the Customer registers as a user with Parknexa and verifies their email address.

Parknexus reserves the right to reject a registration.

Email Verification Requirement: All Customers must verify their email address before accessing any Services. This verification serves as a basic security measure and compliance requirement under Albanian electronic commerce regulations.

The Parknexus account provides an overview of the account balance, Credit Balance, transaction history, purchased active and historical products and registered vehicles. Parknexus provides information regarding parkings and Charging Sessions made on the Customer's Account, and such information is generally stored for at least twelve months.

Registration can be made via the App. In connection with the registration, the Customer shall provide requested information, including: - Personal data as required (name, email, phone number) - Valid and verified email address - Mobile phone number - Licence Plate Number for at least one vehicle - Selected payment method accepted by Parknexus - Payment card registration or other relevant payment information

When registration is completed, the Customer is granted a non-exclusive and non-transferable right to use the Parknexus System and Services, subject to the selected Product Package and this Agreement.

3.3 The Customer's Undertakings and Responsibility

The Customer is responsible for:

3.3.1 Accurate Information - Ensuring that accurate information regarding the Customer and relevant vehicles is registered with Parknexus at all times - Verifying registered information through the Account or App settings - Updating information when circumstances change - Maintaining a verified email address

3.3.2 Payment Methods - Ensuring that registered payment methods are valid and not blocked - Maintaining sufficient account balance/spending limit - Providing new payment information before expiration - Complying with credit purchase limits as specified in Section 4

3.3.3 Security - Keeping Login Credentials safe and secure - Not disclosing credentials to unauthorized persons - Immediately informing Parknexus of any security concerns - Reporting any suspicious account activity immediately

3.3.4 Notification Obligations The Customer shall immediately inform Parknexus if: - Unauthorized access to Login Credentials is suspected - Parknexus Card is lost or stolen - Registered information changes - Licence Plate Number misuse is suspected - Mobile phone or vehicle with installed Apps is lost or stolen - A registered vehicle is sold, deregistered, or no longer used - Any unusual or suspicious activity is noticed on their account

3.3.5 Compliance - Following all instructions given by Parknexus - Ensuring

technical equipment compatibility - Accepting electronic invoices and documents
- Complying with applicable Albanian laws and regulations - Cooperating with
any compliance investigations or verifications

4. PARKING POINTS AND PAYMENT SYSTEM

4.1 Parking Points System

Parknexus operates a prepaid points system that allows Customers to purchase Parking Points exclusively for use with parking Services within Parknexus-operated or partner parking facilities.

Important Notice: Parking Points are digital parking units with no cash value outside the Parknexus system and are not considered electronic money under Albanian law. Parking Points can only be used for parking services and cannot be transferred, sold, or exchanged for monetary value.

4.1.1 Purchasing Parking Points - Parking Points can be purchased through the App, Website, or other approved methods - **Parking Points Purchase Limits:** Customers may purchase Parking Points with the following limits: - **Minimum purchase:** €10 EUR or 1,000 ALL per transaction - **Maximum purchase:** €100 EUR or 10,000 ALL per transaction - **Daily limit:** €100 EUR or 10,000 ALL per day - **Monthly limit:** €500 EUR or 50,000 ALL per month - Parking Points purchases are processed using the Customer's registered and verified payment method - Parking Points are added to the Customer's Parking Points Balance upon successful payment verification - All Parking Points purchases are subject to applicable Albanian taxes and are fiscalized through licensed partners

4.1.2 Using Parking Points - Parking Points can be used exclusively to pay for parking Services offered by Parknexus and its partners - Parking Points are automatically deducted from the Customer's Parking Points Balance when Services are used - Customers can view their Parking Points Balance at any time through their Account - Parking Points cannot be transferred between accounts or converted to cash

4.1.3 Parking Points Validity and Refunds - **Parking Points do not expire** as long as Parknexus continues to operate - Parking Points are non-transferable between accounts - **Refund Policy:** Unused Parking Points may be refunded to the original payment method as long as Parknexus is operational, subject to the refund procedures outlined in Section 5 - Upon account closure, unused Parking Points will be refunded within 30 business days

4.2 Anti-Money Laundering and Compliance

4.2.1 AML Monitoring Parknexus implements robust anti-money laundering measures including: - **Automated Transaction Monitoring:** All Park-

ing Points purchases and usage are monitored for unusual patterns - **Data Integrity Checks:** Regular system checks ensure data accuracy and detect anomalies - **Suspicious Activity Reporting:** Any suspicious activity is automatically flagged and reported to relevant Albanian authorities - **Transaction Limits:** Strict limits prevent large-scale money laundering activities - **Customer Verification:** Email verification and account monitoring procedures

4.2.2 Compliance Procedures - Regular internal audits of transaction patterns - Cooperation with Albanian Financial Intelligence Unit (GDPML) when required - Maintenance of transaction records for a minimum of 5 years - Staff training on AML procedures and suspicious activity recognition

4.3 Payment Terms and Fraud Prevention

4.3.1 Payment Methods Payment can be made through: - Parking Points Balance (if sufficient Parking Points available) - Registered and verified payment card - Other payment methods approved by Parknexa and compliant with Albanian regulations

Payment Security: - **Card Data Protection:** Parknexa does not store or retain any credit/debit card information from Customers - **Certified Payment Processors:** All payments are processed through certified banks or specialized companies that offer licensed payment solutions and processors - **PCI DSS Compliance:** All payment partners comply with industry security standards for card data protection - **Data Encryption:** All payment transactions are encrypted and secure during transmission

4.3.2 Fraud Prevention Measures - **Multi-factor Authentication:** Email verification required for all accounts - **Transaction Velocity Monitoring:** Automated detection of unusual spending patterns - **Payment Method Verification:** All payment methods must be verified before use - **Account Security Monitoring:** Continuous monitoring for unauthorized access attempts - **Spending Pattern Analysis:** Detection of abnormal usage patterns - **Geographic Restrictions:** Monitoring for unusual geographic spending patterns

4.3.3 Payment Processing - Subscription and permit fees (if applicable) are charged in advance with 30 days notice - Service fees are charged after Service usage - Parking Costs and Charging Costs are charged when Services are initiated or completed - All payments are subject to Albanian taxation requirements and fiscal reporting

4.3.4 Failed Payments and Security If payment fails or suspicious activity is detected, Parknexa may: - Temporarily suspend the account for verification - Request additional identity verification - Limit account functionality until issues are resolved - Report suspicious activity to relevant authorities - Terminate the Agreement for confirmed fraudulent activity

5. RETURNS AND REFUNDS POLICY

5.1 General Refund Policy

5.1.1 Service Refunds Due to the nature of parking services, refunds are generally not available for completed parking sessions. However, refunds may be provided in the following circumstances:

- **Technical Failures:** If Parknexus's system fails to function properly, resulting in incorrect charges
- **Duplicate Charges:** If the Customer is charged multiple times for the same service
- **Unauthorized Use:** If Services are used without the Customer's authorization due to system error
- **Service Defects:** If Services are not provided as promised due to Parknexus's fault

5.1.2 Parking Points Refunds Parking Points may be refunded in the following circumstances: - **Customer Request:** Customers may request Parking Points refunds by contacting customer support - **Account Closure:** Upon account termination, unused Parking Points will be refunded - **Technical Issues:** If Parking Points are incorrectly deducted due to system errors - **Regulatory Compliance:** As required by Albanian consumer protection laws - **Company Cessation:** If Parknexus ceases operations, all unused Parking Points will be refunded

5.1.3 Refund Process To request a refund, Customers must: 1. Contact Parknexus customer service within 90 days of the transaction 2. Provide detailed information about the refund request 3. Provide evidence supporting the refund claim (if applicable) 4. Allow Parknexus reasonable time to investigate the request

5.2 Processing Refunds

5.2.1 Refund Timeline - Parking Points refunds: Processed within 3-5 business days - Payment method refunds: Processed within 7-14 business days - Complex cases: May require up to 30 days for investigation - Account closure refunds: Processed within 30 business days

5.2.2 Refund Methods - Parking Points: Refunded to Customer's Parking Points Balance or original payment method - Payment cards: Refunded to the original payment method - Other methods: As agreed between Parknexus and the Customer

5.2.3 Partial Refunds Partial refunds may be granted when: - Only part of a service was defective - The Customer received partial benefit from the service - Administrative fees or taxes cannot be refunded

5.3 Non-Refundable Items

The following are generally non-refundable: - Completed parking sessions (unless due to Parknexa's fault) - Parking fines or penalties imposed by third parties - Services used more than 90 days ago (extended from 60 days)

6. SPECIAL TERMS FOR PARKING SERVICE

6.1 General Parking Service Terms

Through the Parking Service, Customers can: - Notify P-operators when parking starts and ends - Set preliminary parking times - Extend parking sessions when permitted - Use automatic systems like CameraPark (where available)

6.2 Customer Responsibilities for Parking

6.2.1 Legal Compliance - Comply with all applicable Albanian laws and regulations - Follow rules established by P-operators - Respect parking restrictions and time limits - Pay all parking fines and penalties

6.2.2 Parking Session Management - Start parking sessions correctly - Verify correct Parking Lot and Licence Plate Number - End or extend parking sessions as required - Monitor parking time limits

6.2.3 CameraPark System When using CameraPark, Customers must: - Ensure licence plates are clean and readable - Activate/deactivate the service as needed - Verify parking sessions start and end correctly - Report any issues to customer service

6.2.4 Parking Violations - Customers are responsible for all parking fines and fees - Parking violations are matters between the Customer and P-operator/authorities - Parknexa remains neutral in parking disputes - Parknexa may provide information to disputing parties at its discretion

7. PRICING AND FEES

7.1 Service Pricing

Pricing information is available on the Website and in the App. All prices include applicable Albanian taxes (VAT).

7.1.1 Pricing Structure - Registration fees (if applicable) - Monthly subscription fees (for certain packages) - Transaction-based fees - Percentage surcharges on Parking/Charging Costs - Additional service fees

7.1.2 Parking Points Pricing - Parking Points are sold at face value plus applicable taxes - Bulk purchase discounts may be available within the specified

limits - Special promotional pricing may be offered

7.2 Price Changes

Parknexa reserves the right to change prices with appropriate notice: - **Monthly subscription fees:** 60 days advance notice - **Transaction fees:** 30 days advance notice for existing customers - **Credit prices:** 14 days advance notice - **Emergency price adjustments:** Immediate effect only for regulatory compliance or force majeure events

Price Change Limitations: Price increases are limited to a maximum of 15% per year for existing customers, except for regulatory compliance requirements.

8. LIABILITY AND LIMITATIONS

8.1 Parknexa's Liability

8.1.1 General Limitations Parknexa's liability is limited in accordance with Albanian consumer protection law. Parknexa is not liable for: - Services provided by P-operators or Partners (as Parknexa operates as SaaS provider) - Damage to vehicles or property at parking locations operated by third parties - Delays or failures caused by third-party systems - Network or connectivity issues beyond Parknexa's control

8.1.2 Liability Exceptions Parknexa remains fully liable for: - Gross negligence and willful misconduct - Death or personal injury caused by Parknexa's negligence - Breach of fundamental contractual obligations - Violation of Albanian consumer protection laws - Data protection breaches caused by Parknexa - **Financial losses caused by system errors:** Reasonable compensation for verified, documentable direct financial losses, subject to our standard investigation procedures and limited to actual demonstrated harm - **Unauthorized charges:** Full refund plus reasonable compensation for documented additional costs

8.1.3 Consumer Protection Compliance In accordance with Albanian consumer protection laws: - Liability exclusions do not apply to consumers for unfair contract terms - Mandatory consumer rights cannot be waived - Dispute resolution follows Albanian consumer protection procedures

8.2 Customer Liability

Customers remain liable for: - Proper use of Services in accordance with these Terms - All authorized charges incurred through their account - Compliance with applicable laws and regulations - Notification of unauthorized use within 48 hours of discovery

9. COMPLAINTS AND DISPUTE RESOLUTION

9.1 Complaint Process

9.1.1 Filing Complaints Customers must file complaints: - In writing to customer service (email preferred) - Within 2 years of the relevant incident (extended period) - With clear description of the issue - Including supporting documentation

9.1.2 Complaint Handling Parknexa will: - Acknowledge receipt within 2 business days - Investigate the complaint thoroughly - Respond within 15 business days for simple matters - Respond within 30 business days for complex matters - Provide resolution or detailed explanation

9.2 Dispute Resolution

9.2.1 Alternative Dispute Resolution Before pursuing legal action, parties should attempt: - Direct negotiation through customer service - Mediation through Albanian Consumer Protection Association - Online dispute resolution platforms recognized by Albanian authorities

9.2.2 Consumer Protection Rights - Customers may contact the Albanian Competition Authority for consumer disputes - Access to Albanian consumer ombudsman services - Right to collective action under Albanian consumer protection laws

9.2.3 Legal Jurisdiction Any legal disputes shall be resolved under Albanian law in Albanian courts with jurisdiction in Tirana, with full respect for mandatory consumer protection provisions.

10. TERM AND TERMINATION

10.1 Agreement Duration

This Agreement remains in effect from registration until terminated by either party in accordance with these terms.

10.2 Customer Termination

10.2.1 Account Deletion Customers can delete their account at any time through the App. If there are no outstanding fees, other obligations, or unresolved issues, the account deletion will be processed automatically and immediately.

10.2.2 Termination With Outstanding Obligations Customers with outstanding fees or other obligations must resolve these issues before account deletion can be processed. Once all issues are resolved, automatic account deletion will be available.

10.3 Parknexa Termination

Parknexa may terminate with notice if: - Customer materially breaches the Agreement (30 days cure period provided) - Customer fails to fulfill payment obligations (14 days cure period provided) - Customer uses Services unlawfully (immediate termination for illegal activities) - Customer provides false information (7 days cure period provided)

10.4 Effects of Termination

Upon termination: - Service access is suspended after notice period - Outstanding fees become due according to normal payment terms - Unused Parking Points will be refunded within 30 business days - Customer data is handled according to privacy policy and Albanian law

11. RIGHT OF WITHDRAWAL

11.1 Withdrawal Period

Customers have 14 days from registration to withdraw from this Agreement without giving reason, in accordance with Albanian consumer protection laws.

Enhanced Withdrawal Rights: - 30-day cooling-off period for Parking Points purchases over €50 EUR or 5,000 ALL - Right to withdraw from individual Parking Points purchases within 7 days if not used

11.2 Withdrawal Process

To withdraw, Customers can: - Delete their account through the App within the withdrawal period - Contact customer service if they need assistance with the process - Automatic account deletion will occur immediately if there are no outstanding obligations

11.3 Consequences of Withdrawal

Upon withdrawal: - Parknexa will reimburse all payments received within 14 days - Customers pay only for services actually used during withdrawal period - Unused Parking Points are fully refundable

12. FORCE MAJEURE

Parknexa is not liable for failure to perform due to circumstances beyond reasonable control, including: - Natural disasters and acts of God - Acts of war,

terrorism, or civil unrest - Government restrictions or regulatory changes - Network failures or cyber attacks - Pandemic or epidemic situations - Labor disputes or strikes - Failure of essential suppliers or partners

Notice and Mitigation: Parknexus will notify Customers promptly of force majeure events and take reasonable steps to minimize impact.

13. PERSONAL DATA AND PRIVACY

Personal data processing is governed by: - Albanian Law on Personal Data Protection (Law No. 9887/2008, as amended) - Parknexus's Privacy Policy (incorporated by reference) - European Union GDPR (where applicable)

SaaS Data Processing: As a SaaS provider to municipalities and law enforcement, Parknexus acts as a data processor and does not own or independently store customer personal data beyond what is necessary for service provision.

Customers have comprehensive rights regarding their personal data as specified in the Privacy Policy and applicable Albanian law.

14. AMENDMENTS

14.1 Amendment Process

Amendments to these Terms will be: - Notified to Customers via verified email and App notification - Effective no sooner than 60 days after notification for material changes - Effective no sooner than 30 days for minor administrative changes - Subject to Customer acceptance for fundamental changes

14.2 Objection to Amendments

If Customer objects to material amendments: - Customer may terminate the Agreement without penalty - Termination is effective when amendments take effect - Unused Parking Points will be refunded in full - No early termination fees apply

15. INTELLECTUAL PROPERTY

15.1 Parknexus's Rights

All intellectual property rights in the Parknexus System, including: - Software and source code - Trademarks and logos - Content and databases - Patents and trade secrets

remain the exclusive property of Parknexus and its licensors.

15.2 Customer Rights and Restrictions

Permitted Uses: - Personal, non-commercial use of the Services - Backup of personal account data - Screenshots for personal records or customer support

Prohibited Activities: - Commercial use without written permission - Reverse engineering or decompilation - Unauthorized distribution or modification - Violation of third-party intellectual property rights

Fair Use: Nothing in these terms restricts Customer rights under Albanian copyright law for fair use, criticism, or review.

16. INTERNATIONAL USE

When using Parknexa services outside Albania: - Local laws and regulations may apply in addition to Albanian law - Additional terms may be required by local authorities - Exchange rates and international transaction fees may apply - Service availability may be limited - Data protection standards may vary

17. MISCELLANEOUS

17.1 Entire Agreement

This Agreement, together with the Privacy Policy, constitutes the entire agreement between the parties.

17.2 Severability

If any provision is held invalid under Albanian law, the remaining provisions continue in effect. Invalid provisions will be replaced with valid provisions that achieve the same economic purpose.

17.3 Assignment

- Parknexa may assign its rights and obligations with 60 days notice to Customers
- Customers may not assign without written consent
- Parknexa may use subcontractors subject to data protection requirements

17.4 Language and Interpretation

This Agreement is available in Albanian and English. In case of discrepancy, the Albanian version prevails for Albanian law purposes.

17.5 Electronic Communications

Customers consent to receive all communications electronically via verified email or App notifications, in accordance with Albanian electronic commerce law.

18. CUSTOMER SERVICE AND SUPPORT

Parknexa's customer service is available for questions regarding the Agreement and Services.

Contact Information: - **Company:** Parknexa Sh.P.K - **Address:** Rruga e Kavajës, Kompleksi Square 21, Tiranë, Albania - **Phone:** +355692432428 - **Email:** support@parknexa.com - **Website:** www.parknexa.com

Customer Service Hours: - Monday - Friday: 9:00 AM - 6:00 PM (Albanian Time) - Saturday: 10:00 AM - 4:00 PM (Albanian Time) - Sunday: Closed

Emergency Support: For urgent issues outside business hours, customers may contact our emergency support line at +355692432428.

Response Times: - Email inquiries: Within 24 hours during business days - Phone inquiries: Immediate during business hours - Complaint resolutions: As specified in Section 9

Regulatory Compliance Notice: This document complies with Albanian consumer protection laws, data protection regulations, and electronic commerce requirements. For regulatory inquiries, contact info@parknexa.com.

These Terms and Conditions are governed by Albanian law and subject to the jurisdiction of Albanian courts in Tirana.

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