

User Terms & Conditions

Last updated: 20 March, 2025

Park and Fetch FZE (a Free Zone limited liability company registered in Ajman Freezone Authority, Ajman Free Zone C1 Building, UAE, with company number 35148 and its registered office situated at 1303237 C1 Building, Ajman Free Zone, Ajman, United Arab Emirates) and its officers or directors, employees, agents and assignees (referred to herein as "PARK AND FETCH", "we", "us", "our" or "the Company"), provides a mobile application and associated Services connecting our PARK AND FETCH registered subscribers ("Subscriber", "you", "your") with our Partners who each provide their inventory of valet services to be available for subscription to you via our PARK AND FETCH App or website. PARK AND FETCH maintains the website address: www.parkandfetch.com.

THE TERMS & CONDITIONS ("PARK AND FETCH TERMS") HEREIN GOVERN YOUR USE OF, AND ACCESS TO, PARK AND FETCH'S SERVICES AND CONTAIN CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THEM CAREFULLY AND KEEP THEM SAFE FOR YOUR FUTURE REFERENCE, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Definitions

- **"Account"** means a digital account that a Subscriber registers to via the PARK AND FETCH App or Website in order to access our Services.
- **"Additional Fees"** means any fees that are incurred as a result of the Subscriber using a Valet Service while using the App or during the Subscription Period.
- **"Agent"** means PARK AND FETCH in its role of connecting a Subscriber with a Partner for the provision of Valet Services on behalf of the Partner, and acting as the payment collection agent for the collection of payment from the Subscriber for the Subscription Price on behalf of the Partner (PARK AND FETCH acts as the agent for the Partner, where the Partner is acting as the principal).
- **"App"** means a digital mobile application provided by PARK AND FETCH to inter-alia connect our Subscribers with our Partners.
- **"Valet Confirmation"** means any electronic or verbal confirmation issued to the Subscriber by PARK AND FETCH once a Subscriber has made a Valet Booking, which shall confirm all relevant details related to the subscription of the Vehicle/User and a copy of these PARK AND FETCH Terms agreed by you.
- **"Booking"** means a booking by a Subscriber to use of the Services pursuant to the PARK AND FETCH App to park a Vehicle on his behalf in a specified location to these PARK AND FETCH Terms and any Partner Agreement.
- **"Subscription Cancellation"** means in the event that the Partner Agreement is ended earlier than the end date of the Subscription Period as a result of either Park and Fetch or the Subscriber giving notification of such early termination.
- **"Subscription Cancellation Charge"** means an additional charge incurred by the Subscriber applicable in the event of an Early Termination, as defined in Clause 12 herein.
- **"Group"** means the Company, any subsidiary or any holding company from time to time of the Company.
- **"Partner"** means a person, company or organization (including a Valet Service company) who registers with us to make a Vehicle(s) Valet Service available via the Park and Fetch App. A Partner is the principal supplier of the Valet Service to the Subscriber,

which will enter into a Partner Agreement with the Subscriber in the duration of the Valet Service or the Subscription period.

- **“Valet Service(s)”** means the Valet Service provided by a Partner in a specific venue at corresponding location of the one time Valet Booking or Subscription and any product and/or services, including but not limited to, online and/or offline services (including the PARK AND FETCH App, our website and associated technology) provided by PARK AND FETCH to the Subscriber.
- **“Subscriber”** means a user, whether person, company or organization who is registered as a PARK AND FETCH Subscriber who uses our Services.
- **“Partner Agreement”** means a written, binding agreement between a Subscriber and Partner where a Subscriber subscribes to a Valet Service for the one time Valet Service or Subscription Period. A Partner Agreements may also be referred to as a 'Valet Service Agreement'.
- **“Valet Parking Fee”** means the fee payable upon making a Booking to use the Valet Service provided in a specific venue that one of our Partners operates in.
- **“Subscription Period”** means the agreed period of Valet Service subscription in a specified venue where the user can partake.
- **“Subscription Price”** means the price for the Valet Service Booking or Subscription set out in the relevant Partner Agreement, which is selected by and agreed with the Subscriber via the Park and Fetch App. In the event the corresponding price, promo code, or offer on the Park and Fetch App at the time of Booking is inconsistent with the price set out in the relevant Partner Agreement in the relevant venue, the price on the Park and Fetch App at the time of the Booking shall prevail.
- **“Vehicle”** means a car or vehicle pursuant to a Booking, and that includes all its parts, tools, fittings, components (whether mechanical or otherwise)
- **“Venue”** means a the corresponding location where the Valet Service is booked or subscribed to.
- **Website** means website owned and operated by Park and Fetch and located at <https://www.parkandfetch.com> and all content and services provided by Park and Fetch at or through the Website. Further, the term, “Website” also refers to all Park and Fetch-owned subdomains of Parkandfetch.com.

1. Your Acceptance of these Carasti Terms

1. These Park and Fetch Terms apply to all Services provided or arranged by Park and Fetch to you as the recipient of the Services. By registering an Account with Park and Fetch as a Subscriber you agree to comply with and be legally bound by the Park and Fetch Terms. The Park and Fetch Terms apply at any time when you use the Park and Fetch App, Website or any other method of accessing the Services and constitute a binding legal agreement between you and Park and Fetch. IF YOU DO NOT AGREE TO THESE PARK AND FETCH TERMS, YOU MAY NOT USE OUR SERVICES.
2. You acknowledge that Park and Fetch does not provide the Valet Service for any Vehicle and you agree that the Partner is fully responsible and liable for providing and maintaining Vehicles under the terms defined in the Partner Agreement, such that Park and Fetch acts solely as an Agent bringing the Subscriber and Partner together to facilitate the Services

2 Modifications

1. You agree that Park and Fetch reserves the right to amend these Park and Fetch Terms and/or the form of the Partner Agreement from time to time. If

Park and Fetch amends the Park and Fetch Terms by posting the revised Park and Fetch Terms on the Park and Fetch App and Website, these amended Park and Fetch Terms will take effect 48 hours following being posted.

3 Your Registration with Park and Fetch

1. In order to register to use our Services, please download the Park and Fetch App through a third party's app store to your mobile device, which must be solely for your own personal, non-commercial use. To use our Park and Fetch App, you must provide your own access to an internet connection and pay any service, use or connection fees to your mobile network service provider.
2. Customer using the website/APP who are Minor /under the **age of 18** shall not register as a User of the website/APP and shall not transact on or use the website/APP.
3. In order to make a Booking using the Park and Fetch App you must first register an Account with a username and password. You agree that Park and Fetch may share your personal information contained within your Account with our Partners in order to facilitate the Services. You will need to provide your personal information in your Account which includes, but not limited to, name, address, email address, and phone number. You must enter your vehicle/car details including but not limited to car make, model, color, plate number.
4. You agree to provide us with complete and accurate information about your vehicle in your Account for ease of use of the services.

4 Payments

5. You appoint Park and Fetch as your payment collection agent to collect all payments relating to Partner Agreements on your behalf. You authorize Park and Fetch to advise Partners that Park and Fetch is authorized to collect payments from you. Payment of the Subscription Price will be collected automatically by your selected payment method at the time of confirming a Booking. For avoidance of doubt, payment of the Subscription Price must be completed before you can receive the Service from the Partner. Payments for additional fees will be charged automatically and a notification / invoice of the total charge and the charge type will be sent to you via the Park and Fetch App.
6. All online payments are also governed by the terms and conditions of the respective payment processing merchant service provider. Please review the respective merchant service provider's terms and conditions and privacy policy before entering any transaction.
7. Park and Fetch accepts payments by credit card and debit card, including without limitation, VISA and Master card. Payments will only be accepted in the currency of AED (AED, being the official currency in the United Arab Emirates).
8. The displayed price and currency at the checkout page, will be the same price and currency printed on the Transaction Receipt and the amount charged to the card will be shown in your card currency.
9. Payment confirmation: Once the payment is made, the confirmation notice will be available to the client via the mobile application within 24 hours of receipt.
10. You agree to be responsible for maintaining the confidentiality of your Account (including payment method details). You agree to immediately notify Park and Fetch of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Park and Fetch cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

11. Park and Fetch is not responsible for the privacy policies of websites to which it links. If you provide any information to such third parties different rules regarding the collection and use of your personal information may apply. You should contact these entities directly if you have any questions about their use of the information that they collect.'
12. "The Website Policies and Terms & Conditions may be changed or updated occasionally to meet the requirements and standards. Therefore, the Customers' are encouraged to frequently visit these sections to be updated about the changes on the website. Modifications will be effective on the day they are posted".
13. Any refunds shall be made to the original mode of payment used by you at the time of making the Booking. Please allow up to 10 to 45 working days for the refund transfer to be completed.
14. You, as the cardholder, must retain a copy of transaction records and relevant policies and rules of the merchant.
15. You shall pay the Subscription Price for the Vehicle, Booking Fee, any Additional Fees, and other costs, charges, expenses and fees in accordance with the Park and Fetch Terms, which shall be made using the Park and Fetch App. The Subscription Price shall be payable monthly or as per the agreed subscription cycle in advance.
16. Cancellation of Valet Bookings cannot be made once the Booking is confirmed. Once Booking is confirmed the current service in the venue cannot be cancelled or refunded.
17. Full Valet Parking Fee must be paid in order to receive the vehicle at a specific venue.
18. In the event of non-payment of the Subscription Price at the date the invoice is charged, the service will automatically will be cancelled.

5 Resolving Disputes

1. You agree that if you have a dispute with a Partner concerning the Service during a Booking, you will resolve it in the first instance by directly communicating with the Partner or Partner representative in the venue.
2. If a dispute cannot be resolved with the Partner directly, you may refer the dispute to Park and Fetch or make a complaint to Park and Fetch. Park and Fetch is under no obligation to resolve any disputes between you and a Partner. If Park and Fetch becomes involved in a dispute, you will provide Park and Fetch with such information and take such actions as may be reasonably requested by Park and Fetch in connection with any complaints.
3. If you are dissatisfied in any way with the Services, you may make a complaint to Park and Fetch at any time. Park and Fetch will use commercially reasonable efforts to deal with your complaint in a fair and timely manner.

6. Data Handling:

1. In the event of User account deletion, all data associated with User's account will be promptly erased from our system, including but not limited to contact information, vehicle details, and any other relevant data.

1. Limitation of Liability

1. Park and Fetch shall not be liable for any failure of a Partner to perform its obligations in relation to a Partner Agreement that results in losses or damages to any party (including, for the avoidance of doubt any

breakdown of any Vehicle, or any related costs, including but not limited to loss of income or loss of use, and whether directly or indirectly incurred by a Subscriber, Partner or any other party).

2. Park and Fetch shall not be liable for:
 1. any damages or losses arising in connection with your use, or inability to use, the Park and Fetch App or Services or websites linked to it, or your violation of these Park and Fetch Terms; or any losses not caused by Park and Fetch's breach of these Park and Fetch Terms
 2. any direct, indirect, incidental, consequential or punitive damages, including but not limited to injury, accident, pain and suffering, emotional distress, physical or property damage, loss of revenue, loss of profits, loss of data, loss of business reputation, or otherwise that may be caused using the Park and Fetch App or Services errors, mistakes or inaccuracies of your personal information or data stored within your Account on the Park and Fetch App or failure to provide the Services where such failure is due to events beyond Park and Fetch's control (including a network failure, fire, flood, acts of war, terrorism, any law or action taken by a government or public authority, or act of God), regardless of whether such damages were foreseeable, whether or not we were advised of the possibility of such damages, and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
3. While using the app, the subscriber agrees to both Park and Fetch Terms and Conditions as well as the Partner's specific terms and conditions.

1. Indemnification

1. You agree to release, defend, indemnify, and hold Park and Fetch and its Group subsidiaries, officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Park and Fetch App or Services or your violation of these Park and Fetch Terms; your interaction with any Partner; booking of a Valet Service; or the use, condition, or trip, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of a Booking or use of a Valet Service.
2. If you have a dispute with any Partner, you release Park and Fetch from all claims, demands and damages or losses of any kind and nature, arising out of such disputes.

2. Ownership of Intellectual Property

1. You acknowledge and agree that Park and Fetch retains ownership of all intellectual property rights relating to the Park and Fetch App or Services, including patents, copyrights, graphics, logos and trademarks, which may not be copied, downloaded, reproduced, used or modified without prior written consent from Park and Fetch. All other names, logos, product and service names, designs, and slogans on the Park and Fetch App or Services are the trademarks of their respective owners.

3. Forms of Communications

1. You acknowledge and agree you are contracting with us electronically as part of using the Park and Fetch App or Services, and we will use electronic

means to communicate with you to provide you all notices and disclosures (including via email or via the Park and Fetch App).

2. Additionally, you consent that we may alternatively contact you via other means including, but not limited to, written or verbal means using the contact information you provide to us in your Account.

4. Privacy Policy

1. Any information, including personal identification information or banking information, you provide to us for the purposes of using the Park and Fetch App or Services shall be governed by our Privacy Policy and subject to clause 26 herein. You also agree that we may share your personal data with our Partners for the purpose of us facilitating our Services to you.
2. 'All credit/debit cards' details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties''
Park and Fetch will not pass any debit/credit card details to **third parties''**
3. Park and Fetch takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However Park and Fetch (website and mobile application) cannot guarantee the security of any information that is disclosed online''
4. Park and Fetch is not responsible for the privacy policies of websites to which it links. If you provide any information to such third parties different rules regarding the collection and use of your personal information may apply. You should contact these entities directly if you have any questions about their use of the information that they collect.''
5. "The Website Policies and Terms & Conditions may be changed or updated occasionally to meet the requirements and standards. Therefore, the Customers' are encouraged to frequently visit these sections to be updated about the changes on the website. Modifications will be effective on the day they are posted".

5. Governing Law and Jurisdiction

1. These Park and Fetch Terms are governed by the laws and regulations of the United Arab Emirates.
2. Notwithstanding the above, Park and Fetch has the right and option to bring any Claim in a competent court in any jurisdiction including but not limited to the Courts of the United Arab Emirates.
3. PARK AND FETCH will not trade with or provide any services to **OFAC and sanctioned** countries

6. Contact Us

1. We acknowledge that you have read and understood these Park and Fetch Terms. Nevertheless, please feel free to direct any questions about these Park and Fetch Terms, complaints or comments regarding our Services to customer.support@parkandfetch.com.