

TERMS OF SERVICE I-PERMIT, LLC

Revised May 2021

1.0 ACCEPTANCE OF TERMS AND CONDITIONS IN GENERAL

These are the terms and conditions that governs the use and other forms of engagement on this platform which all includes; using our website/mobile app, licensing, using our service. You are obliged to carefully read through this terms and conditions before using our services. By agreeing to our website/ mobile app, you have personally declared to be legally under the bounds of this rights and therefore, we can make quick decision and take appropriate legal action. If you have any third party that serve in your place at a particular time or the other to make do with any of our services which includes; viewing, using our site or services, such third party users are also directly bound to the terms that apply. In case you do not agree with any of these terms and rights or feel you cannot fulfill you legal part of these rights, you are obliged not to interfere with any of our services.

Restricted to the service we offer on the platform. Such services includes; viewing, opening an account, transacting. All terms and conditions apply immediately after going through this document and on the first use of any service rendered by the platform.

1.1 MUTUAL AGREEMENT

- Before you begin to use any service on this platform, you are enjoined by I-permit to go through this legal document and agree to the terms to become qualified to use our service. Stated therein are the general guides, rules and conditions, discipline and agreement that exists between the user and I-permit. I-permit has fully extended all of its services to its online database to be accessible by any wishful user in the United States. Therefore, by downloading our app, logging in on our site or creating an account, you have agreed without any condition, limitations or restrictions whatsoever to the terms and conditions stated here whether you know it or not therefore, it is advisable to any user to properly go through this document carefully and know the conditions in place for using our services. The terms are binding between the user of the platform and I-permit upon using our park mobile services.
- You and I-permit therefore are in a mutual agreement of using her park mobile service. This contracts exists till as long as your account with the platform stays active. Therefore, you have fully agreed that you are subject to the laws and demands of this platform and in-case there is any modification or upgrade on any of the conditions or the agreement, you will be informed and without your consent, you are still bound to the conditions or otherwise your refusal.
- permit is a mobile parking application where customers pay hourly or monthly fee based on their location. Customers can pick a spaces in specific parking lots

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and reserve them through the app. Customers and users are required to register details of their vehicles such as their vehicle year, model, tag number and park at any approved I-permit location.

- If the terms and conditions do not go well with you, you are advised to consider them well or otherwise, you **MUST** not go ahead to use any of our services. As time passes, we may consider the terms and conditions and decide to nullify, modify, moderate, update, revise or totally change the content of this agreement however not without your notice. New updates will take effect immediately they show up on our site. We would make it known to every user of the platform should there be any alteration in any of the terms and agreement. However, you may consider the new amendment in our terms and mode of operation, you must consider them well and decide if you will still be using our services otherwise your continued use of our services after modifying any of our terms and conditions means automatically you have accepted the new change and are bound to it.

- Therefore you are required to take every email message sent to you by the platform which may very well be an upgrade on any of our terms and conditions. The same applies to any third party who in any way or the other uses the platform on your behalf.

Using this platform starts by certifying that you are 18 years of age or older and that you have been certified to own and drive a vehicle in any part of the country. You must provide you details and other requested information even if it means uploading any owned or issued document or license to the platform. This will be used for security and verification purposes. We assure you that your private and personal documents and information will be kept confidential and privacy right will not in any way be breached. After successfully registering with the platform, you will be provided an account with your preferred username and password to begin to use our services. By clicking the sign up button you have automatically agreed and fulfilled all of the following;

1. You will never use the I-permit app for unauthorized and unlawful purposes outside the knowledge of the platform.
2. You will keep your I-permit updated at all times and provide correct information about yourself.
3. You will not copy or distribute I-permit app without full permission of I-permit
4. You will comply to all the laws, conditions required by the platform.
5. You are obliged to satisfy all mandatory requirement to account activation.

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1.2 Registering the account

You are required to create an account with I-permit to be able to use all the features of the application. You agree and are obliged to give, update and maintain correct, complete information at all times. You are also required to provide all necessary information required by the platform. You are responsible for the confidentiality of your password and other personal account details. You will be responsible for any instance of wrong or incorrect details associated with your account. If you believe that your account has been tampered with or hacked by unknown users, you should not hesitate to contact us immediately.

1.3 TERMS AND TERMINATION

- Every condition and terms boldly stated and expressed in this document will come into the effect after signing up with the platform by registering an account. After clicking the sign up button that is boldly displayed on the app, you have now entered an agreement with I-permit over the use of her service.
- In-case you want to back out from any form of agreement with this platform, you need start by informing I-permit at least _____ days beforehand. This will lead into total termination of your existing account with the platform and all rights and privilege shall stop.
- I-permit holds legal power to terminate your account anytime or when there is a breach in the agreement that exists between the user and the platform with a notification message that comes in _____ days beforehand.
- I-permit holds legal power to terminate and end your account upon any illegal or prohibited use of the app, the content and any form of breach in our terms whether intentional or not without issuing a warning to you depending on how severe the case is.
- Any form of activity and engagement that might cause any harm or a damage in the reputation of I-permit will cause an outright termination of such accounts without issuing a warning and such users will be prohibited from registering an account with I-permit in the future.
- If user of the platform engage in activity that brings damage to the brand's name and her services, the platform shall take legal action against such an individual

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and will ensure that punishment is served for the misconduct and misuse of the platform.

- If there is any suspicious or malicious infringement from an account on the platform, I-permit has the power to suspend such account for the period of the malicious activity and thoroughly investigate the issue. The ban will be lifted when we investigations show that account user is not guilty of any infringement.
- In-case we notice any form of suspicion, I-permit will notify you and issue a warning beforehand. Failure to heed this warning will automatically lead to the suspension of your account.
- permit is committed to improved customer quality service and is monitoring all users of the system. An assessment is made daily on all users of the platform and failure to reach the minimum score of this assessment will result into a suspension of account without issuing any notice or warning.
- Please note that you are fully responsible for any breach of the agreement whether by yourself or through any third party that gains access through your account.
- In-case you have breached any of the agreement stated int this document, you must receive a receipt of correction from I-permit and make attempts to correct the damage done.
- A breach in any of the agreement may lead into indirect or indirect loss of funds or profit, fines, penalty or any damage on the organization. You will be solely held responsible with any direct or indirect misfortune that you bring on the organization as a result of your misuse of the platform.
- In-case I-permit brings any charges against you, you will have to compensate I-permit for any legal costs that relates to the evaluation of the damage and submission of your claims of compensation of the damage.
- You must cooperate with all tax obligations, levies, fines, penalties that occurs as a result of your failure to abide by the terms and conditions stipulated by the platform.

1.4 AMENDMENTS

Otherwise stated, I-permit has the legal power to alter and change any part of this document which could be as a result of upgrading the system, changing some

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policies or upgrading the security of the system. Such policies shall take effect a few days after notifying all users of the platform. The effect will come into place on your first login or use of the platform after you have been notified.

The revised version of this terms and agreement document will be updated on the I-permit site daily with a notice of _____ days. If after updating the document you use any of our service, you are believed to have agreed to the terms of this revised document.

1.5 APPLICABLE LAW AND COURT JURISDICTION

This agreement shall be enforced and governed by an in accordance with the laws of the United States. Any dispute, disagreement that occurs in connection with the existence, interpretation, validity, breach, termination of this document shall be settled by the way of negotiations. If not, it shall be resolved and settled in the appropriate court in the United States of America.

1.6 CONTACT INFORMATION.

In-case you would like to make any change in your contact information, you are obliged to contact I-permit and notify them of the changes which would come into effect in _____ days after notification. You can get I-permit contact on the website/ mobile app.

1.7 ORDERING AND CANCELLATION OF BOOKED SERVICE

If an I-permit user places an order and a receipt is issued then the order is confirmed and a booking space will therefore be provided for them in the preferred location.

Canceling an ordered already placed is considered to be a situation where the I-permit has been notified about the receipt of an order and the I-permit user abandons the use of the service after a notice has been received.

Canceling an order is also considered to be the situation where the user of I-permit mobile app forfeits the parking space allocated to them within fifteen (15) minutes of placing the order and when the parking space is allocated to them.

For every order cancellation made within 15 minutes, i-Permit currently does not charge a penalty fee.

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I-permit has the legal power to revoke the use of their service if a user reaches a particular amount of cancellation of orders. In that case, I-permit will notify the user of the number of cancellations and withdraw the rights of the user on the platform. Also, rights to be platform can be revoked on the basis of harassment, providing false information or indulging in any criminal activity.

1.8 VEHICLE RELATED ISSUES

we have no control of whatever happens in the parking space allocated to you. You are responsible for the safety of your vehicle in any parking location where you feature. We are not and will not be responsible for any damage, loss or theft that occurs with your vehicle.

We will not have any involvement in any form of accident, strange acts of nature and misconduct of traffic rules or vehicle damage as a result of not abiding with traffic laws and regulations. All these mentioned circumstances are to your own risk and we would not be held accountable whether directly or indirectly.

I-permit will not be responsible for any penalty faced as a result of encountering traffic and parking authorities. Whatever form of misconduct or infringement you engage in will solely be at your own risk and to your own responsibility. You will be responsible for resolving any issue with the appropriate authorities by your own self. I-permit will have nothing to do with such events and all responsibilities lies in your own hands.

If you fall into the hands of the authority, you can resolve to I-permit to grant your details and personal information to the right authorities if such is needed to resolve your parking penalties. If your penalties involve such that it would require fees to resolve, then I-permit in regards to the required authorities, may provide your personal details to such authorities in which you must agree and acknowledge for the purpose of relieving you from extra fees.

1.9

The service rendered by the platform may vary in their performance due to several conditions and factors. The service provider, network restrictions, gps lock, time, availability, internet availability, parking lots and spaces available and even errors. We therefore make it known that our performance level will not be at an optimal hundred percent level of operation.

2.0 YOUR RESPONSIBILITY

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I-permit is in no way responsible for any form of virus, re-programming, worm or any malware that affects your computer or smart device as a result of making use of our app or browsing or downloading on our website/ mobile app. We assume no responsibility for

I: internet connection and data charges as a result of using our platform.

Ii: any form of network issue that prevents you from accessing our web page at any time.

Except where directly required and specifically demanded by law, the platform shall in no way be responsible for whether directly or indirectly, for any form of financial problems, revenue and data loss.

In our own power and ability, we might add or subtract or modify one or two information whenever we deem fit. And when we deem fit, we may suspend any of our component of our platform as we see fit.

2.1. PROHIBITED ACTIVITIES

You will not make use of this website and our mobile app for any other purpose than what it is intended for, and this website/mobile app must not be used in any commercial endeavors except those approved by us. All users of this mobile app agree not to:

- Commit or encourage a criminal offense;
- Transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service;
- Corrupt data;
- Cause annoyance to other users;
- Infringe upon the rights of any other person's proprietary rights;
- Send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- Attempt to affect the performance or functionality of any computer facilities of or accessed through this website/ mobile app.
- Breaching this provision would constitute a criminal offense and I-permit LLC will report any such breach to the relevant law enforcement authorities and disclose your identity to them.
- We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website/ mobile app or to your downloading of any material posted on it, or on any website linked to it.

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- Disable, Circumvent, or otherwise interfere with our security-related features of this mobile app, including features that restrict or prevent the copying or use of this website/mobile app and the Content contained therein.
- Engage in unauthorized framing or linking to this website/ mobile app.
- Defraud, trick, or deceive other users and us, especially in an attempt to get delicate account information and user passwords.
- Engage in any automated scripts to send messages, or using any robots, data mining, or similar data gathering and extraction tools.
- Make use of our support services improperly or false report of abuse or misconduct.
- Attempting to impersonate other users via username or any other means
- Disrupt, Interfere with, or create an undue burden on this website/ mobile app networks or services.
- Make an effort to compete with us or use this website/ mobile app or the content on this mobile app for any revenue or commercial endeavors.
- Making use of the information in this website/mobile app to abuse, harass, or harm another person.
- Decompile, decipher, or reverse engineer any of our software comprising or in any way making up a part of this website/mobile app.
- Annoy, Harass, threaten or intimidate any of our agents or employees engaged in providing any part of this mobile app to you.
- Attempting to bypass any security measures designed to restrict or prevent access to this website/mobile app, or any part of the service.
- Adapt or Copy this app's software, including but not limited to Flash, Javascript, or other codes.
- Delete other proprietary rights or the copyright notice from any Content on this website/ mobile app.

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3. DISCLAIMER

THE WEBSITE AND MOBILE APP IS PROVIDED ON AN AS-AVAILABLE AND AS-IS BASIS. YOU AGREE THAT YOUR USE OF THIS SERVICE WILL BE AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL EXPRESS OR IMPLIED, WARRANTIES, IN CONNECTION WITH THIS SERVICE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE COMPLETENESS OR ACCURACY OF INFORMATION PROVIDED, AND WE WILL ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY **(1)** MISTAKES, ERRORS, OR INACCURACIES OF MATERIALS AND CONTENT, **(2)** PROPERTY DAMAGE, PERSONAL INJURY OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THIS WEBSITE/ MOBILE APP, **(3)** ANY ILLEGAL USE OR ACCESS OF OUR SECURE SERVERS OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, **(4)** ANY CESSATION OR INTERRUPTION OF TRANSMISSION TO OR FROM THIS WEBSITE OR MOBILE APP, **(5)** ANY VIRUSES, BUGS, TROJAN HORSES, OR THOSE THAT MIGHT BE TRANSMITTED TO OR THROUGH THIS WEBSITE / MOBILE APP **(6)** ANY OMISSIONS OR ERRORS IN ANY MATERIALS AND CONTENT OR FOR ANY DAMAGE OR LOSS OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT TRANSMITTED, POSTED, OR OTHERWISE MADE AVAILABLE VIA THIS WEBSITE/MOBILE APP.

4. LIMITATIONS OF LIABILITY

IN NO CASE WILL WE OR OUR EMPLOYEES, DIRECTORS, OR AGENTS BE LIABLE TO ANY THIRD PARTY OR YOU FOR ANY INDIRECT, DIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUE, LOST PROFIT, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THIS MOBILE APP, EVEN IF WE HAVE BEEN TOLD OF THE POSSIBILITY OF SUCH DAMAGES.

5. INDEMNIFICATION

You agree to indemnify, defend, and hold us harmless, including our affiliates, subsidiaries, and all of our respective agents, officers, employees, and partners from and against any damage, loss, claim, liability, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: **(1)** use of this website/mobile app; **(2)** your feedback; **(3)** any breach of your warranties and representations set forth in these Terms of Use; **(4)** violation of these Terms of Use; or **(5)** any harmful act toward any other user of this app.

Notwithstanding the preceding, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our denial of such claims. We will use

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sound efforts to notify you of any such action, suit, or proceeding which is subject to this indemnification upon becoming aware of it.

6. MOBILE APPLICATION LICENSE

Use License:

Accessing our services via this mobile application, we then grant you a non-exclusive, revocable, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile app on such devices strictly by this Terms of Use. You shall not: **(1)** reverse engineer, decompile, attempt to derive the source code of, disassemble, or decrypt this application; **(2)** make any adaptation, modification, enhancement, improvement, translation, or derivative work from the application; **(3)** violate any applicable rules, laws, or ordinances in connection with your use or access of this application; **(4)** Alter, remove, or obscure any proprietary notice - including any notice of trademark or copyright - posted by the licensors or us; **(5)** use the application for any commercial enterprise, revenue generating endeavor, or other purpose for which it is not intended or designed; **(6)** make this application available for multiple use or over any other environment permitting access; **(7)** use this application for service, creating a product, or software that is, indirectly or directly, competitive with or in any way a substitute for this application; **(8)** make use this application to send unsolicited commercial e-mail or to send automatic queries to any unauthorized website; or **(9)** use any of our interface or proprietary information or our other intellectual property in the development, design, licensing, manufacture, or distribution of any accessories, applications, or devices for use with the application.

7. Apple and Android Devices:

The following terms apply when you use our mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access our mobile app: **(1)** this license is given to you due to your use of our mobile application. This license is limited to a non-transferable license to use this application on any device that utilizes the Android or Apple iOS operating systems, in accordance with the usage rules set form in the applicable App Distributor's terms of service; **(2)** we are solely responsible for providing any maintenance and support services with respect to this mobile application as specified in this Terms of Use. **(3)** you recognize that each App Distributor does not commit whatsoever to make any support and maintenance services concerning this mobile application; **(4)** You must not be in violation of their wireless data service agreement when making use of this mobile application; and **(5)** you acknowledge and agree that the App Distributors are third-party beneficiaries of this terms of Use, and each App Distributor will have the right to enforce this Terms of Use against you as a third-party beneficiary thereof.

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8. SUBMISSIONS/FEEDBACK

You agree and acknowledge that any questions, comments, suggestions, ideas, or other erudition regarding this mobile app ("Submissions") provided to us by you shall become our sole property and are non-confidential. We shall/will own sole rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial purpose or otherwise, without any compensation or acknowledgment to you. You at this moment relinquish all your moral rights to any such Submissions, and you with this warrant that any such Submissions done by you are original and with your legal jurisdiction. You agree that there shall not be any recourse against us for any actual or alleged misappropriation or infringement of any proprietary right in your Submissions.

9. APP MANAGEMENT

We reserve all the right, but not the obligation, to **(1)** take proper legal action against anyone who, in our sole discretion, breaks the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; **(2)** monitor this app for violations of these Terms of Use; **(3)** in our sole discretion and without limitation, notice, or liability, to remove from the mobile app or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; **(4)** in our sole discretion and without limitation, restrict access to, refuse, limit me availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; and **(5)** otherwise manage this app in a manner designed to protect our rights and property and to facilitate the proper functioning of this mobile app

10. MISCELLANEOUS

These Terms of Use and any operating or policies rules posted by us on this app or in respect to this app constitute the entire agreement and understanding between you and us. Our failure to enforce or exercise any provision or right of these Terms of Use shall not operate as a waiver of such provision or right. These Terms of Use will/would proceed to the fullest extent permitted by law. We may assign all or any of our obligations and rights to others at any time. We shall not be responsible or liable for any damage, loss, failure or delay to act caused by any cause beyond our reasonable control.

11. COPYRIGHT

We respect and value the intellectual property of others, and we ask other/our users to do the same. We may, in appropriate circumstances and our sole discretion, terminate the rights of any user to use our mobile app (or any part thereof) wrongly. Everything you see or read on this mobile app is copyrighted unless otherwise noted, if transferred or copied without advance written permission from us, that would be taken as a bridge of copyright.

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12. CHANGES TO OUR TERMS AND CONDITIONS

We reserve all rights to modify or change this Terms of Use from time to time without prior notice to you. You agree and acknowledge that it is your responsibility to review this Terms of Use to familiarize yourself with any modifications. Your continued usage of this mobile app after any changes to this Terms of Use means you accept and agree with such changes.

13. ENTIRE AGREEMENT

The above Terms of Use form the entire agreement of the parties and supersede any preceding and contemporaneous agreements between you and **i-Permit LLC**. Any waiver of any provision of the Terms of Use will be valid only if in writing and signed by You. Your electronic acceptance of these Terms of Use signifies that you have read, understand, acknowledge and agree to be bound by these Terms and Conditions and any other agreements or policies that are expressly incorporated in these Terms of Use.

CONTACT US

To resolve any complaint regarding this website/mobile app or to receive any additional information regarding the use of this service, please contact us at:

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