

## **TERMS OF SERVICE AGREEMENT**

### **1. DEFINITIONS**

“You” refers to the user of this website and its related services, and as such you have gained the right to use this website by respecting the applicable terms of use described in detail below.

412 O'Keefe, LLC is the exclusive owner and operator of okeefegarage.com (the “website”).

“Service(s)” refers to your use of the website for the purpose of parking your vehicle.

By using the services of our website, users agree to comply with and be legally bound by these terms and conditions. These Terms govern users’ access to and use of our website, its Services, all Collective Content and constitute a binding legal agreement between users and our website.

Please read carefully these Terms and Privacy Policy, which may be found at \_\_\_\_\_ (link to privacy policy), and which is incorporated by reference into these Terms. If users do not agree to these Terms, users have no right to obtain information from or otherwise continue using our website. Failure to use our website in accordance with these Terms may subject users to civil and criminal penalties.

### **2. OVERVIEW**

This Terms of Use Agreement (the "Agreement") sets forth the terms and conditions which apply to your use of the website and all services offered by us. By completing the subscription process you are indicating that you agree to be bound by all of the terms in this Agreement. Please print and keep a copy of this Agreement for your records.

You can register on the website and get a parking space allotted for yourself on a monthly basis at the price as provided on the website. Parking in a space on our lot is at your own risk and we will not be responsible for any theft or any other losses.

We reserve the right, at any time, to change or modify the terms and conditions applicable to your subscription. Such changes will become effective upon notification, which we may effect by sending you notice by email and posting a revised Agreement on this website, which you can access at any time using the "Terms of Service" link. Your continued use of our service after notification of such a change has been sent shall be deemed to constitute acceptance by you of any such changes, modifications, additions or deletions. You agree to review this Agreement periodically to be aware of any such revisions.

Our website reserves the right to initiate legal proceedings and recover the cost of services, collection charges and lawyers fees from users using our website fraudulently and any other unlawful acts or acts or omissions in breach of these terms and conditions.

Please read these terms of use and carefully as they contain important information regarding users’ legal rights, remedies and obligations. These include various limitations and exclusions, and a clause that governs the jurisdiction and venue of disputes.

In using our website, users are deemed to have read and agreed to the following terms and conditions set forth herein. Any incidental documents and links mentioned shall be considered to be accepted jointly with these terms. Users agree to use the services of our website only in strict interpretation and acceptance of these terms and any actions or commitments made without regard to these terms shall be at users' own risk. These terms and conditions form part of the agreement between the users and our website.

### **3. ELIGIBILITY**

- a) You must be eighteen or over to register as a member of the Website or use the Website. You shall also have a valid driver's license to register at the website. Membership in the Service is void where prohibited. By using the Website, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.
- b) Our website reserves the right to terminate your membership and refuse to provide you with access to the Website if we discover that you are under the age of 18 years or do not hold a valid license. The Website is not available to persons whose membership has been suspended or terminated by us for any reason whatsoever.

### **4. TERM**

This Agreement will remain in full force and effect while you use the Website and/or are a Member. Even after your membership or use of the Website is terminated, the provisions in this Agreement will remain in effect.

### **5. REGISTRATION**

- a) You agree that you are providing accurate, current and complete information about yourself as prompted by our registration form, and to maintain and update your information to keep it accurate, current and complete. You agree that we may rely on your Registration Data as accurate, current and complete. You acknowledge that if your Registration Data is untrue, inaccurate, not current or incomplete in any respect, we reserve the right to terminate this Agreement and your use of the Website.
- b) You may not authorize others to use your membership, and you may not assign or otherwise transfer your account to any other person or entity. You are responsible for the confidentiality and use of your username and password and agree not to assign, transfer, bequeath, or resell your use of or access to the Website to any third party. If you have reason to believe that your

account is no longer secure, you must promptly change your password by clicking on the "Edit Signup Info" link on the "Edit My Profile" page.

- c) We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms. If you have reason to believe that your Account is no longer secure, then you must immediately notify us at info@okeefegarage.com.
- d) You may not transfer or sell your website account and User ID to another party. If you are registering as a business entity, you personally guarantee that you have the authority to bind the entity to this Agreement.
- e) Our website reserves the right, in its sole discretion, to cancel unconfirmed or inactive accounts. Our website reserves the right to refuse service to anyone, for any reason, at any time.
- f) One individual can own only one account in his/her name.

## **6. INFORMATION YOU SUBMIT**

If you register with the Site, you warrant that you will:

- Provide all the information required to complete the registration forms on the Site;
- Ensure the information you provide is accurate and up to date;
- Update and maintain the accuracy of the information you provide;
- Be fully responsible for all use of your account and for any actions that take place using your account; and

## **7. PAYMENTS:**

- a) Registering on our website is free but you shall pay for your parking on a monthly basis. Your first month's payment is due upon completion of the application. Upon completion of the application, payment of the first month, and approval by 412 O'Keefe, LLC, you will be assigned a parking spot. Additional monthly payments may be made on our website.
- b) Payments shall be made directly to us by the Users via their credit or debit cards.
- c) Our website uses third party payment providers to receive payments from users. We are not responsible for delays or erroneous transaction execution due to payment issues.

- d) We reserve the right to review subscriptions monthly. Users will be given at least 30 days' notice in writing of any changes, which include: (i) any increase in the monthly fee, (ii) or a change in date of automatic withdrawal.
- e) We take utmost care to work with 3rd party payment providers, but do not control their systems, processes, technology and work flows, hence cannot be held responsible for any fault at the end of payment providers.
- f) User understands and expressly authorizes us to collect payment from or charge the credit card for availing our services.
- g) You shall send a parking cancellation request at least 30 days before you want to cancel the parking space provided to you. You will not receive a refund for any unused days remaining in your membership.

#### **8. PAYMENT GATEWAYS:**

Users expressly agree and acknowledge that we may employ or collaborate with third party payment gateways using secure connections in order to facilitate, distribute, transact and receive payments for the services offered and received on or through our website. Our website reserve the right to change or replace the payment gateway at its sole discretion without any reservation whatsoever. Our website stores bank information of the users in order to make it easier for the users to just click and pay without entering the details every time they avail our services. All transactions are completed through secure third party payment gateways and at no point of time we assume any liability for any loss of data or wrongful payment or invalid payment processing by such a third party. Users agree that users shall hold us harmless against any such dispute or legal claim.

#### **9. FRAUDULENT/DECLINED TRANSACTIONS:**

- a) Our website reserves the right to recover the cost of services, collection charges and lawyers' fees from persons using the Website fraudulently. We reserve the right to initiate legal proceedings against such persons for fraudulent use of the Site/app and any other unlawful act or acts or omissions in breach of these terms and conditions.

b) We shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the preset limit mutually agreed by us with our acquiring bank from time to time.

## **10. USE OF THE WEBSITE**

- a) You shall not create liability for us or cause us to lose (in whole or in part) the services of our internet service provider ("ISPs") or other suppliers;
- b) You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve our right to bar any such activity.
- c) You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
- d) You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website.
- e) You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us, or otherwise engage in any conduct or action that might tarnish the image or reputation, of our website or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that you will not take any

action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or our systems or networks, or any systems or networks connected to us.

- f) You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- g) You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- h) You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of our website and / or others.
- i) We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

## **11. SECURITY**

You agree that you are responsible for keeping your login and password for your account secret. We advise that you change your password regularly and use a password that is not easy for others to guess. You acknowledge that we are not responsible for third party access to your account that results from sharing by you or the theft or misappropriation of your screen name and password. We reserve the right to suspend your access to the Site or terminate your account if we suspect an unauthorized person is attempting to access it.

## **12. REPORTING**

You agree to tell us immediately about: (i) any violation of these terms of use by others (including but not limited to other members) of which you become aware; and (ii) any known or suspected unauthorized access to your account.

## **13. OWNERSHIP**

All right, title, and interest in and to the website (excluding postings/content provided by the users) is and will remain the exclusive property of the Website and our licensors. The website service is

protected by copyright, trademark, and other laws of United States of America. Nothing in these Terms gives you a right to use the name of the website or website trademark or logo, or any other trademarks, logos, domain names, or other distinctive brand features relating to the website or located on the website. Any feedback, comments, and suggestions you may provide regarding the website ("Feedback") are entirely voluntary and you grant us a perpetual, irrevocable, worldwide, royalty-free license (with the right to sublicense) to use, reproduce, modify, create derivative works of, commercialize, and otherwise freely exploit such Feedback (including, but not limited to, all Rights therein) as we see fit and without any payment or other obligation to you.

#### **14. LINKS AND ADVERTISEMENTS**

The Website may contain links and advertisements to third party websites, companies and products. These links and advertisements are provided solely as a convenience to you and not as an endorsement by us of the contents, value, quality, safety, products, or accuracy on such third-party websites. We are not responsible for the content, value, quality, safety, products or accuracy of linked third-party websites, companies and products; and do not make any representations regarding the content, value, quality, safety, products, accuracy of materials on such third party websites. If you decide to access, use, or purchase from linked third-party websites, companies or products, you do so at your own risk.

#### **15. BLOCKING OF IP ADDRESSES**

In order to protect the integrity of the Service, we reserve the right at any time in its sole discretion to block Members from certain IP addresses or computers from accessing the Website.

#### **16. FOREIGN JURISDICTION:**

The services of our website are available globally. By agreeing to our terms/policy, you warrant that it is completely legal to use our services and website in your country. It is the duty of the user to verify any potential violation. The user agrees to indemnify us or sister companies, employees, agents or any related individual or organization for any liability it might incur in a foreign jurisdiction. Our services shall not be deemed to constitute an offer to sell or serve in countries where it is illegal to do so. We reserve the right to monitor the location from which you access the website and to block access from any jurisdiction in which participation is illegal or restricted

#### **17. DISCLAIMERS**

- a) We are not responsible for any incorrect or inaccurate content posted on the website or in connection with the service, whether caused by users of the website, members or by any of the equipment or programming associated with or utilized in the service. We are not responsible for the conduct, whether online or offline, of any user of the website or member of the service. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized

access to, or alteration of, user or member communications. This website is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the internet or at any website or combination thereof, including injury or damage to users and/or members or to any other person's computer related to or resulting from downloading materials in connection with the web and/or in connection with the service. Under no circumstances will we be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the website or the service, any content posted on the website or transmitted to members, or any interactions between users of the website, whether online or offline. The website and the service are provided "as-is" and we make no warranties of any kind relating to the services and expressly disclaims any and implied warranties, including without limitation the implied warranty of merchantability, fitness for a particular purpose or non-infringement. We cannot guarantee and does not promise any specific results from use of the website and/or the service. We are not responsible for any incorrect or inaccurate content posted on the website or in connection with the service, whether caused by users of the website, members or by any of the equipment or programming associated with or utilized in the service. We are not responsible for the conduct, whether online or offline, of any user of the website or member of the service. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or member communications. This website is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or traffic congestion on the internet or at any website or combination thereof, including injury or damage to users and/or members or to any other person's computer related to or resulting from downloading materials in connection with the web and/or in connection with the service. Under no circumstances will we be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the website or the service, any content posted on the website or transmitted to members, or any interactions between users of the website, whether online or offline. The website and the service are provided "as-is" and we make no warranties of any kind relating to the services and expressly disclaims any and implied warranties, including without limitation the implied warranty of merchantability, fitness for a particular purpose or non-infringement. We cannot guarantee and does not promise any specific results from use of the website and/or the service.

- b) Our website offers services, content and various other functionalities (collectively the "Services") to specific regions worldwide. The Services offered in one region may differ from those in other regions due to availability, local or regional laws or legal impediments and other considerations/factors. Our website does not make any warranty or representation that a user in one region may also obtain the Services as provided in another region.
- c) Our website shall not be responsible for any problem or technical malfunction on-line-systems, servers or providers, computer equipment, software, failure of e-mail on account of technical

problem or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to any user or to any other person's computer related to or resulting from participating or downloading materials/information from the website.

- d) To the fullest extent permitted under applicable law, our website or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this User Agreement.

## **18. LIMITATION ON LIABILITY**

Except in jurisdictions where such provisions are restricted, in no event will we be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the web site or the service, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, website's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us for the service during the term of membership.

## **19. INDEMNITY:**

You agree to defend, indemnify and hold harmless our website, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to our website or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfillment of any of your obligations under this User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

## **20. GENERAL**

This Agreement is entered into in the state of Louisiana where 412 O'Keefe, LLC is based. You agree that any dispute must be venue in Orleans Parish, Louisiana. If you access the Website from outside of the United States of America, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement is governed by the laws of the State of, Louisiana, United States of America without respect to its conflict of laws principles. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Unless otherwise explicitly stated, the Terms and Conditions will survive termination of your registration to the Service. This Agreement constitutes the entire Agreement

between you and us with respect to the use of the Website including the Privacy Statement. In the event of any conflict between the Privacy Statement and this Agreement, this Agreement shall control.

## **21. DIGITAL SIGNATURE:**

- a) By using our services, you are deemed to have executed this Agreement electronically, effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- b) In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the website, you give us permission to provide these records to you electronically instead of in paper form.
- c) By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.
- d) In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information on the website or by contacting Customer Support.

## **22. FORCE MAJEURE:**

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- (a) acts of god;
- (b) natural disasters;
- (c) sabotage;

- (d) accident;
- (e) riot;
- (f) shortage of supplies, equipment, and materials;
- (g) strikes and lockouts;
- (h) civil unrest;
- (i) Computer hacking; or
- (j) malicious damage.

**23. SEVERABILITY:**

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

**24. ASSIGNMENT:**

- a) You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.
- b) We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

**25. CONTACT US:**

For any further clarification of our Terms and Conditions, please write to us at [info@okeefegarage.com](mailto:info@okeefegarage.com).