

Terms of Service

Last Updated: May 2, 2026

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you and Parkeze Inc. ("Parkeze," "we," "our," or "us") concerning your access to and use of our website, services, products, and parking infrastructure solutions (collectively, the "Services").

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use our Services.

2. Eligibility

You must be at least 18 years old to use our Services. By using our Services, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into these Terms.

If you are using our Services on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

3. Services Description

Parkeze provides:

- Smart parking sensors and IoT hardware for real-time parking space monitoring
- Cloud-based analytics dashboard for parking data visualization and insights
- API access for integration with third-party applications and systems
- Data analytics and reporting services for parking infrastructure optimization
- Related consulting and support services

4. Account Registration and Security

4.1 Account Creation

To access certain features of our Services, you may be required to register for an account. You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate and current.

4.2 Account Security

You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized access or security breaches

4.3 Account Termination

We reserve the right to suspend or terminate your account if you violate these Terms or engage in any conduct we deem harmful to our Services or other users.

5. Acceptable Use Policy

You agree not to:

- Use our Services for any unlawful purpose or in violation of any applicable laws
- Attempt to gain unauthorized access to our systems or networks
- Interfere with or disrupt the integrity or performance of our Services
- Transmit any viruses, malware, or other harmful code
- Reverse engineer, decompile, or disassemble any aspect of our Services
- Use automated systems or scripts to access or collect data from our Services
- Impersonate any person or entity or misrepresent your affiliation
- Harvest or collect information about other users without their consent
- Use our Services to transmit spam, unsolicited communications, or advertising
- Violate the intellectual property rights of Parkeze or any third party

6. Intellectual Property Rights

6.1 Parkeze Property

All content, features, and functionality of our Services, including but not limited to text, graphics, logos, icons, images, audio clips, data compilations, software, and

the compilation thereof (collectively, "Content"), are the exclusive property of Parkeze Inc. or its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

6.2 Limited License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use our Services for your internal business purposes or personal use.

6.3 User Content

If you submit, upload, or otherwise make available any content through our Services ("User Content"), you retain ownership of your User Content. However, you grant Parkeze a worldwide, royalty-free, sublicensable license to use, reproduce, modify, and distribute your User Content solely for the purpose of providing and improving our Services.

7. Payment and Fees

7.1 Pricing

Certain features of our Services may require payment of fees. All fees are quoted in U.S. dollars unless otherwise specified. We reserve the right to change our fees upon reasonable notice.

7.2 Payment Terms

Payment is due according to the terms specified in your subscription or service agreement. Failure to pay fees on time may result in suspension or termination of your access to the Services.

7.3 Refunds

Refund policies are determined on a case-by-case basis and are outlined in your specific service agreement. Generally, fees for hardware, setup, and subscription services are non-refundable except as required by law.

7.4 Taxes

You are responsible for paying all applicable taxes associated with your use of our Services.

7.5 SMS Messaging Program (Payments and Reservations)

By providing your mobile number and opting in, you agree to receive text messages from Parkeze under the **Parkeze Payment and Reservation Messaging Program**.

- **Program Description:** Transactional SMS messages related to parking payments, reservation confirmations, reservation reminders, parking session alerts, verification codes, support follow-ups, and payment receipts or alerts.
- **Message Frequency:** Message frequency varies based on your parking activity, reservations, account activity, and payment events.
- **Message and Data Rates:** Message and data rates may apply based on your mobile carrier plan.
- **Support:** Reply **HELP** for help, or contact us at support@parkeze.com.
- **Opt-Out:** Reply **STOP** at any time to cancel SMS messages. You may receive a final confirmation text after opting out.
- **Consent:** Consent to receive SMS messages is not a condition of purchase.

8. Data and Privacy

Your use of our Services is subject to our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand how we collect, use, and protect your information.

By using our Services, you acknowledge that parking data collected through our sensors may be used for analytics, reporting, and service improvement purposes.

9. API Terms

If you access our API, you agree to:

- Comply with API rate limits and usage restrictions
- Not use the API in any way that could damage or overburden our systems
- Properly attribute Parkeze as the data source when displaying our data
- Keep your API credentials confidential and secure
- Immediately notify us of any security breaches or unauthorized access

10. Hardware and Equipment

10.1 Hardware Ownership

Parking sensors and hardware provided by Parkeze remain the property of Parkeze unless explicitly sold to the customer under a purchase agreement.

10.2 Installation and Maintenance

Installation, maintenance, and support terms are specified in your service agreement. You are responsible for providing reasonable access to installation sites and maintaining appropriate environmental conditions for equipment operation.

10.3 Warranty

Hardware is covered by a limited warranty as specified in your purchase or lease agreement. This warranty does not cover damage caused by misuse, unauthorized modifications, or environmental factors beyond normal operating conditions.

11. Disclaimers and Limitations of Liability

11.1 "As Is" Disclaimer

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE. PARKEZE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

11.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARKEZE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- Your access to or use of (or inability to access or use) our Services
- Any conduct or content of any third party on the Services
- Any content obtained from the Services
- Unauthorized access, use, or alteration of your transmissions or content

IN NO EVENT SHALL PARKEZE'S TOTAL LIABILITY TO YOU EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO PARKEZE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

12. Indemnification

You agree to indemnify, defend, and hold harmless Parkeze Inc., its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with:

- Your access to or use of our Services
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property rights
- Your User Content

13. Term and Termination

13.1 Term

These Terms remain in effect while you use our Services or maintain an account with us.

13.2 Termination by You

You may terminate your account at any time by contacting us. Termination may be subject to the terms of your service agreement.

13.3 Termination by Parkeze

We may suspend or terminate your access to our Services immediately, without prior notice or liability, for any reason, including if you breach these Terms.

13.4 Effect of Termination

Upon termination, your right to use the Services will immediately cease. Sections of these Terms that by their nature should survive termination will survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

14. Dispute Resolution and Governing Law

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of South Carolina, United States, without regard to its conflict of law provisions.

14.2 Dispute Resolution

Any dispute arising out of or relating to these Terms or our Services shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, except that either party may seek injunctive or other equitable relief in a court of competent jurisdiction.

14.3 Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the dispute between you and Parkeze individually. You waive any right to participate in a class action lawsuit or class-wide arbitration.

15. General Provisions

15.1 Changes to Terms

We reserve the right to modify these Terms at any time. We will notify you of material changes by posting the updated Terms on our website and updating the "Last Updated" date. Your continued use of the Services after changes become effective constitutes acceptance of the modified Terms.

15.2 Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

15.3 Entire Agreement

These Terms, together with our Privacy Policy and any service-specific agreements, constitute the entire agreement between you and Parkeze regarding our Services.

15.4 Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term.

15.5 Assignment

You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms without restriction.

16. Contact Information

If you have any questions about these Terms, please contact us:

Parkeze Inc.

Email: legal@parkeze.com

General Inquiries: hello@parkeze.com

17. SMS and Text Message Communications

17.1 Program Name

The Parkeze SMS program is called the **Parkeze Payment and Reservation Messaging Program**.

17.2 Program Description

By providing your mobile phone number and opting in during parking session checkout, reservation flow, account registration, or a customer support interaction, you consent to receive transactional SMS messages from Parkeze Inc. Messages may include parking session alerts, payment receipts, reservation confirmations and reminders, account verification codes, enforcement notifications, and support follow-ups.

17.3 Message Frequency

Message frequency varies based on your parking activity, reservations, account activity, and payment events.

17.4 Message and Data Rates

Message and data rates may apply according to your mobile carrier plan.

17.5 Support Contact and HELP Instructions

For help, reply **HELP** to any SMS message or contact Parkeze support at support@parkeze.com.

17.6 Opt-Out and STOP Instructions

You may opt out at any time by replying **STOP** to any SMS message. You will receive a single confirmation text after opting out, and no further SMS messages will be sent unless you opt in again.

17.7 No Condition of Purchase

Consent to receive SMS messages is not a condition of purchase or use of Parkeze services.

17.8 Privacy

Your mobile phone number, SMS opt-in data, and text messaging consent records will not be shared with third parties or affiliates for marketing or promotional purposes. See our [Privacy Policy](#) for full details.