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Your rights under this Agreement will terminate automatically without notice from Noki if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you shall cease all use of the Platform and delete all copies of the Platform from your mobile device and account.

## **NOKI SYSTEMS CONTENT**

Noki provides this Platform to you, subject to this Agreement. This Platform, and any services performed, provided or enabled by or through this Platform and all the information, communications, scripting, photos, text, video, graphics, music, sounds, images, trademarks, logos, product and program names, and other materials and complications of the foregoing, that may be provided to you via this Platform (collectively "Content") by Noki or its content providers, are the property of Noki and its content providers, and is protected in Canada and internationally under trademark, copyright, and other intellectual property laws, and are intended for the lawful use by registered users (as applicable) of this Platform. You represent and

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You agree not to download, display or use any Content for use in any publications, in public performances, on websites, on applications, for any other commercial purpose, in connection with products or services that are not those of Noki, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Noki and/or its licensors, that dilutes the strength of Noki or its licensors' property, or that otherwise infringes Noki or its licensors' intellectual property rights. You further agree to in no other way misuse any Content or content.

### **ACCOUNTS, SECURITY, PASSWORDS**

Certain areas of the Platform may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Platform. Where the Platform requires you to open an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, including, without limitation, your name, address, mobile telephone number, business details (if relevant), email address and method of payment details. Any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify the Noki immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, PIN, or other information which provides you access to the Platform. Noki is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You agree that the Noki may collect and use technical and usage data and related information, including but not limited to technical information about your device, date and time of Platform access, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Platform. You grant Noki the permission to use this information to improve its products or to provide services or technologies to you.

### **USE OF BOOKING, STORAGE, ACCESS AND AUTHORIZATION SERVICES**

You activate the Noki Platform by either: (a) using the Noki Exchange, Noki Express, Noki Share or the Noki Exec applications or (b) accessing the Noki website at [nokisystems.com](http://nokisystems.com) either on your desktop or mobile browser. You are responsible for correctly entering the correct system number, which is indicated on the system display you wish to store your assets to exchange or share. The System number informs us of the location where you book, rent, share, authorize access and links us to the rates and restrictions for that particular system, if any, which are in effect at that location. These rates allow Noki to charge you for your booking, storage, access and authorization to a particular system compartment or system and apply any time restrictions on the amount of time you are permitted to use that system in that location. Note that use of Noki Platform does not guarantee you access to a compartment or system and you may only activate the Noki Payment Platform after you have booked a system or system compartment.

All notices and signs or directions made by relevant authorities, attendants or authorized persons shall take precedence over any information that you receive from Noki if for any reason the information is inconsistent. All applicable property regulations apply to you and your use of the Noki Platform does not exempt you from following such rules. Storage/Rental rates may be subject to change and it is your responsibility to ensure that you are paying at the then current rate. You agree to pay all fees for Services provided to you pursuant to this Agreement. Noki shall processing fees and/or charge your stored method of payment to directly pay for your transaction at the time of your transaction. You must have a valid method of payment registered or suspension of Services may occur.

You know that Noki has validly accepted your transaction when you have received confirmation. You are responsible for ensuring that you have properly activated the Mobile Payment Service for the relevant Location System ID before you utilize the features of the system.

In the event that the Mobile Payment Platform is unavailable, you must may contact Noki or wait until the Mobile Payment Platform is available.

Noki is not responsible for any fines, penalty notices and the enforcement of related offenses you incur or receive regardless of whether or not you receive any notification via the Platform application. You are solely responsible for resolving with the relevant parties any issues that you may have regarding the issuance of fines, penalty notices or you are no longer permitted access. If you authorize Noki to contact the relevant authorities on your behalf regarding the issuance of fines, or penalty notices, you acknowledge and agree that in such cases, may provide all or a portion of your information collected by Noki to the relevant parties. In addition, in the event that you fail to pay any amounts owing for the Noki Services (whether due to a declined credit card or other circumstances), then Noki, upon the reasonable request of the relevant authorities, may provide all or a portion of your information collected by Noki to such parties, which you acknowledge and agree that they may

use solely for purposes of collecting or attempting to collect any unpaid amounts owed by you.

If you do not use the Mobile Payment account for 2 years, Noki may close your account. In the event a refund cannot be refunded to the payment method, you must contact for alternative ways to receive any applicable refund. Please allow up to 6 weeks for refunds to be processed.

## **USE OF THE PLATFORM**

**The following requirements apply to your use of the Mobile Parking Payment Platform:**

- You will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- You will not use the Platform for any commercial purpose not expressly approved by Noki in writing.
- You will not upload or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- You will not remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform, including any copy thereof.
- You will not collect or store personal data about other users.

Except as and only to the extent permitted by applicable law, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform or any part thereof. Any attempt to do so is a violation of the rights of Noki and its licensors of the Platform. If you breach this restriction, you may be subject to prosecution and damages. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder,

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DISCLOSURE OF YOUR USERNAME/PASSWORD/PIN; (H) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD.

YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN NOKI'S DEFENSE OF ANY CLAIM. NOKI RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF NOKI.

### **MOBILE SERVICE, TEXT MESSAGE, INTERNET AND SERVICE FEES**

The use of the Platform may require use of a mobile device and phone service, wireless mobile data service, and text messaging capability, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Platform, including without limitation, administrative messages, service announcements, and diagnostic data reports, from Noki, your mobile carrier or thirdparty service providers. If you agree to receive text messages from the Platform, the frequency of messages will vary based on your platform useage activity. Certain texts are required to use the Platform, including verification and authorization texts. Message and data rates may apply from your mobile carrier. By providing your consent to participate in this program, you approve any such charges from your mobile carrier. If you do not have an unlimited wireless mobile data plan or text messaging capability, you may incur additional charges from your wireless service in connection with your use of the Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all thirdparty fees associated therewith, including fees for information sent to or through the Platform.

The Platform may not work with all devices or all mobile carriers. Noki makes no representations that the Platform will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Platform, or other thirdparty service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

The information in any Platform message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts and notifications you receive.

Last Updated on June 14, 2023.