

## Terms & Conditions

**PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF THESE SERVICES. BY ACCESSING AND USING THESE SERVICES, YOU UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS AND FURTHER ACKNOWLEDGE, IF APPLICABLE, THAT YOU HAVE THE AUTHORITY, TO LEGALLY BIND THE BUSINESS ENTITY OR ORGANIZATION YOU REPRESENT, IF ANY TO WHICH YOU SERVE AS AN AGENT, INDEPENDENT CONTRACTOR OR EMPLOYEE THEREOF, TO THE SAME TERMS, AND SUCH TERMS SHALL TAKE EFFECT IMMEDIATELY. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU SHOULD NOT PROCEED ANY FURTHER AND NOT USE THIS SERVICE.**

### Section 1 – Definitions

**You/Your:** means you, as an individual using the Services for Your own private or business needs as per described in these Terms.

1. **Service(s):** means the complete MPLS Parking Application technological solution that enables You to have access to the MPLS Parking Application.
2. **Parkeon Inc. dba Flowbird**– Refers to Parkeon, Flowbird and its subsidiaries and affiliates collectively referred to as Flowbird that provide the MPLS Parking Application solution for the payment of metered parking.
3. **Terms:** means the present Terms amended from time to time and the potential Supplemental Terms applicable to dedicated Services.
4. **Supplemental Terms:** means any additional, specific applicable terms that you may have to accept from time to time related to Services & Products.
5. **App:** means the City of Minneapolis MPLS Parking mobile and web payment application. The City of Minneapolis is entitled, at any time to change the service in whole or in part make new features available or to discontinue some features.
6. **Account:** means the personal user account You or Your Administrator might create for You to be able to request the Service to use for Your private use and if declared as such, for Your professional use.
7. **Administrator:** means the representative of Your employer and/or company that may create an Account You can have access to. You confirm You have been made aware and would comply with Your employer and/or company internal policies regarding the usage of the Service for business purposes.

### Section 2. General Terms and Conditions of Use

These Terms and Conditions (“Terms”) set for a legally binding agreement between you and the City of Minneapolis (“Minneapolis”) and Parkeon Inc. and its corporate affiliates, subsidiaries and divisions as may change from time to time. These Terms govern Your access to the MPLS Parking Application, Minneapolis’ Mobile Parking Payment Service, administered on behalf of Minneapolis by Parkeon Inc. and all related websites, mobile application, Integrated Voice Response (“IVR”) systems, related payment systems and any other services or products provided by the MPLS Parking Application service and system. These services are provided by Parkeon Inc, who is acting as an intermediary to Minneapolis and acknowledge that such services are provided by Parkeon Inc. and not by Minneapolis. By accessing

and using this service, you accept all the terms, conditions and agree to be bound by the terms that govern the use of the system.

To use the Service, you must agree to all Terms and Conditions and register as either an individual or in the case of an organization or entity, you represent and warrant that You are authorized to agree to these terms on behalf of the entity. These services are only available to individuals of age to legally hold a driver's license and in accordance with applicable local, state, and federal legislation.

Furthermore, these terms and conditions supersede any prior agreements and terms as set forth previously by other mobile parking application service providers.

You acknowledge that You are always and remain free to use or not to use the Service.

The collection and use by the City of Minneapolis of personal information in connection with the Service as provided in the [MPLS Parking Application Privacy Policy](#). As set forth in the privacy policy, you acknowledge, consent, and agree that Parkeon Inc. may provide such information necessary to enforce the provisions of the privacy policy and as required to enforce our terms, including investigation of potential violations or fraud, if there is a complaint, dispute, conflict and only if such information or data is necessary to resolve the complaint, dispute, or conflict.

### **Section 3 – Modifications to Terms and Conditions**

The City of Minneapolis may amend the Terms from time to time. Amendments will be communicated to You. Unless otherwise specified in the notice, and except otherwise required by law, the amended Terms will be effective immediately. In this regard, Your continued access to and use of the Service after the City of Minneapolis provides such notice will confirm Your acceptance of the changes. If You do not agree to the amended Terms, you must stop accessing and using the Service. If required by law, you would be requested to accept those amendments before accessing and/or using the Service.

### **Section 4: Use of the MPLS Parking Application App**

As part of Your use of the MPLS Parking Application Service, you agree to access and use the MPLS Parking Application only for lawful purposes. You are solely responsible for the knowledge of and adherence to all laws, statutes, ordinances, rules, and regulations pertaining to Your use of the MPLS Parking Application. By accessing the MPLS Parking Application, you agree that you will not:

- Use the App to commit a criminal offense or to encourage others to engage in any conduct which would constitute a criminal offense
- Use the App in a way to give rise to civil liability or encourage others to engage in any conduct which would give rise to civil liability
- Use the App to impersonate other parties or entities
- Use App to upload any content that contains a software virus, "Trojan Horse" or any other computer code, files, or programs that may alter, damage, or interrupt the functionality of the App or the hardware or software of any other person who accesses the App
- Upload, post, email, or otherwise transmit any materials that you do not have a right to transmit under any law or contractual relationship
- Alter, damage, or delete any content posted within the App

- Disrupt the MPLS Parking Application or its servers or networks in any way; or
- Claim a relationship with or represent any business, association, or other organization with which you are not authorized to claim such a relationship or to represent
- Fail to check for, and observe, regulatory signage due to information represented within the App.

## **Section 5: Services provided by the MPLS Parking Mobile Payment Application**

At this time, the App enables you to access the Service made available to the public for the purpose of providing an electronic means of payment for metered parking in the City of Minneapolis. This Service is provided as a supplemental payment channel and without limitation.

As a user of the System, You are responsible for providing The City of Minneapolis with the correct information about You when you register for the Service. Required details may include, without limitation, Your name, address, license plate number, mobile telephone number, business details, email address and method of payment details. Account details must be entered upon the initial account sign up and may be updated or modified within the MPLS Parking Application website or via the mobile application. Additionally, changes to Your account may be made by calling the Flowbird Customer Helpdesk at 1 (855) 494-6674. You are responsible to keep Your password and login information to the Service secret, so that only You can access Your account's personal pages. Any unauthorized access or use of the system should be reported by calling the Flowbird Customer Helpdesk at 1 (855) 494-6674.

### **5.1 Access Interfaces**

You can access the System via one of the Access Interfaces made available to You, including the MPLS Parking mobile applications, the MPLS Parking Application web page and web interface, and Interactive Voice Recognition (IVR) by telephone. Access Interfaces are under continuous development and may be updated from time-to-time or discontinued at the sole discretion of the City of Minneapolis. You must always follow the Access Interfaces instructions and keep Your Access Interfaces up to date.

### **5.2 Network Access**

Access to the Services requires the proper network access that You are responsible to provide. Your mobile network's data and messaging rates and fees may apply if You access or use the Service from Your mobile device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Service and features and any updates thereto.

The City of Minneapolis does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications and such outages do not void the need to pay for any required fees by ordinance as alternative methods of payment, such as physical pay stations, are available.

### **5.3 Account Registration**

Account registration requires you to submit to Flowbird Inc. certain personal information such as Your name, address, mobile phone number, e-mail address, license plate, company name (in case of business usage), as well as at least one valid authorized payment method.

You agree to maintain accurate, complete, and up-to-date information in Your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method, may result in Your inability to access or use the Services.

You are responsible for all activities that occur under Your Account, and you agree to always maintain the security and secrecy of Your Account username and password. You are solely responsible for use of Your Account, and You agree to notify the Flowbird Inc. immediately in the event of any unauthorized use.

Unless otherwise permitted by Flowbird Inc. in writing, you may only possess one Account. You may not assign or otherwise transfer Your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Service, and You may only access or use the Services for lawful purposes. You will not cause nuisance, annoyance, inconvenience, or property damage, whether to the City of Minneapolis or to Flowbird Inc. In certain instances, You may be asked to provide proof of identity or other method of identity verification to access or use the Services & Products, and You agree that You may be denied access to or use of the Services if You refuse to provide proof of identity or other method of identity verification.

You agree to add accurate and current vehicle information and, by adding such vehicular information, that you are authorized to add such a vehicle to Your account. Furthermore, You acknowledge that You are responsible for the provision of all required and accurate information (e.g., plate type) to perform the transaction as part of the Services properly.

Account registration is a requirement for all payment systems, including the APP, web interface and IVR (Interactive Voice Response) systems. Upon completion of registration, IVR users will be able to call customer service at 1 (855) 494-6674 and select the option for IVR. Your transaction details can be found within Your Account.

#### **5.4 Fees and Payments**

The MPLS Parking Service operates on a Pay-per-Transaction model.

For users of Pay-per-Transaction, or single transaction payment, each transaction initiated and completed will incur a transaction, **plus a fee of \$0.25 (twenty-five) cents** for a single parking session and any extension of that parking session. This fee will be assessed in addition to the meter rate and portrayed as fee and added to the total meter fees. There are no load fees or deposits required for single transactions, however valid payment shall be provided, and transaction confirmed before a parking session is confirmed.

All Service fees are specified within each Service and are reaffirmed before you validate Your request. The transaction is considered binding once you have confirmed the transaction and receive notification that the transaction has been confirmed by, but not limited to, the following: a receipt, invoice, visual notification, text message, email or transaction posted and registered to Your account. Should you

believe that there was an error or issue with Your payment or conformation, you can contact Customer Service at 1 (855) 494-6674. Any issues related to billing should be addressed within sixty (60) days of the transaction. The Merchant of Record for all transactions is ABM.

As part of the Services, the MPLS Parking system may send you reminders, alerts, or critical notifications via any written means such as push notification, text message or email. You acknowledge and agree that the reception of any reminder is not guaranteed and that you are responsible for the timely activation or deactivation of a Service where permitted. Neither the City of Minneapolis nor Parkeon Inc. shall be liable for any damages and costs You incur from not receiving notifications on time or at all.

Parkeon Inc. shall process the parking fee by charging Your credit card, debit card or designated payment method at the time of Your transaction.

You are solely responsible for all fees or charges you incur in connection with Your use of Your mobile devices to access the App or Service, including, but not limited to data usage, texting, data overages, roaming and other charges.

MPLS PARKING is under no obligation to provide a refund or cancel transaction unless there is a proven system error on the part of the Service. No refunds will be provided for unused portions of parking time or user errors related to the use of the Service.

### **Section 5.5 – Enabling a Parking Transaction**

You can activate a Parking Session via the following methods: (1) using the App; (2) calling the customer service phone number at 1 (855) 494-6674 and using IVR; or (3) accessing our mobile website. You are solely responsible for entering or selecting the proper zone number, which is displayed on signage, parking meters or within the App, as well as the proper license plate numbers. The parking rate, maximum parking duration and type of spaces is dependent on the proper zone. There is no portability or transferability of remaining time or payment from one zone to another. Use of these services should only be initiated once a vehicle has parked in a zone, in accordance with city rules and policies. Before leaving Your vehicle, please confirm that Your transaction has been successful. Confirmation shall be sent to Your phone via the App, a text message or through Your App.

### **Section 5.6 Refunds and Disputes**

In order to request a refund due to a perceived technical issue within the App, You may call customer service at 1 (855) 494-6674. If You wish to dispute a citation received while using the App then You should refer to the instructions printed on the citation. If You wish to request a refund or dispute an issue resulting from signage, rate confusion, or similar problems then please contact Minneapolis 311 by dialing 311, 612-673-3000 or by email through [Minneapolis311@minneapolismn.gov](mailto:Minneapolis311@minneapolismn.gov).

### **Section 5.7 Commercial Electronic Messaging**

By creating an Account, you agree that the Service may send You electronic messages (including email, SMS or push notifications, where applicable) as part of the normal business operation of Your use of the Service. You agree that the City of Minneapolis is not required to include an unsubscribe message in commercial electronic messages where it may be impractical (including for push notifications). However,

you may opt in or out of receiving commercial or Service reminder electronic messages from the Service at any time in Your Account.

You also acknowledge that opting out of receiving commercial electronic messages may impact Your use of the Service. You cannot unsubscribe from system messages, including receipts, order confirmations and support responses.

You can find out more information [here](#).

## **Section 6: License**

Subject to Your compliance with the Terms, Parkeon Inc. grants You a personal, worldwide, non-exclusive, non-transferable, revocable, non-sublicensable license to install and/or use of the Service on Your device solely for Your use and for You to access and use information made available through any rights not expressly granted herein are reserved by Parkeon Inc.

The City of Minneapolis reserves all rights not expressly granted in these Terms. The Service, and all data gathered through the Service, including all intellectual property rights, are and remain the property of the City of Minneapolis or the property of their licensors.

You may not:

1. Remove any copyright, trademark, or other proprietary notices from any portion of the Service
2. Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Service except as expressly permitted by the City of Minneapolis
3. Decompile, reverse engineer, or disassemble the Service except as may be permitted by applicable law
4. Link to, mirror or frame any portion of the Service
5. Cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Service; or
6. Attempt to gain unauthorized access to or impair any aspect of the Service or its related systems or networks
7. Use the Services in a way that violates any law or promoted any illegal activities or fraud.

## **Section 7: Privacy**

By accepting the Terms and using the Service, you acknowledge and agree that the City of Minneapolis may collect, use, and disclose information from or about You as described [here](#). Additional privacy notices may apply, including from third party controllers.

Some pages in our Service include links to third-party websites. These third-party sites are governed by their own privacy statements, and the City of Minneapolis is not responsible for their operations, including but not limited to their information practices. You should review the privacy statement of those third-party sites before providing them with any personally identifiable information.

## **Section 8: App Stores**

You acknowledge and agree that the availability of the Service may be dependent on the third party from which you received the Service license, e.g., the Apple iPhone or Android app stores (“App Store”).

You acknowledge and agree that this Agreement is between You and the City of Minneapolis, as well as Parkeon Inc., and not with the App Stores and that Parkeon Inc. is responsible for providing You the access to the Service as described in this Terms.

However, if you downloaded the App from the Apple App Store, Apple and its subsidiaries are third-party beneficiaries of this Term. Upon Your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Terms against You as a third-party beneficiary thereof.

This Agreement incorporates by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement will control.

### **Section 9: Limitations**

The Services are provided “as is” and “as available.” The City of Minneapolis disclaims all representations and warranties, express, implied, or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, the City of Minneapolis makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the Services, or that the Service will be uninterrupted or error-free.

The geolocation feature is provided to You as a reference only. You should always check the actual location prior to finalizing a transaction. The City of Minneapolis does not accept responsibility for a transaction performed using an incorrect location.

You agree that the entire risk arising out of Your use of the Service, and any services or products requested in connection therewith, remains solely with You.

Parkeon Inc. does not control, manage, or direct any third-party provider.

The City of Minneapolis does not control, endorse, or take responsibility for any of Your content. The City of Minneapolis cannot and does not represent or warrant that the solution, the services, or servers are free of viruses or other harmful components.

The City of Minneapolis accepts no liability to complete any transaction which cannot be cleared by our payment processors, either because there are insufficient funds available on Your payment method or otherwise.

### **Section 10: Limitation of Liability**

Nothing in these Terms limits or excludes any liability which cannot legally be limited or excluded, including liability for death or personal injury caused by negligence and liability for fraud or alter Your rights as a consumer that cannot be excluded under applicable law.

The City of Minneapolis shall not be liable under or in relation to these Terms including, but not limited to, liability in contract, tort (including negligence, misrepresentation), restitution or otherwise for any of the following connected to the use of the Service: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill and (vii) indirect damages or (viii) indirect or consequential loss.

The City of Minneapolis is not liable for delay or failure in performance resulting from causes beyond our reasonable control.

To the extent permitted by law, the City of Minneapolis excludes all warranties and disclaim all liability for any act or omission by You or any third party.

### **Section 11: Indemnity**

You agree to indemnify and hold the City of Minneapolis and their officers, directors, employees, and agents harmless from and against all actions, claims, demands, losses, liabilities, costs, damages, and expenses (including attorneys' fees), arising out of or in connection with:

1. Your use of the App obtained through Your use of the Service.
2. Your breach or violation of any of the Terms.
3. The City of Minneapolis' use of Your Content; or
4. Your violation of the rights of any third party.

You are responsible for complying with all posted parking restrictions, including physical signs prohibiting parking in a certain area, which shall take precedence over any information that you receive from the Services. The MPLS PARKING will not be responsible for any incorrect or conflicting parking restrictions advertised on signage.

You are responsible for all summonses, fines, and/or citations issued by Your local enforcement agency, as well as for checking and verifying the legality of the applicable parking space. If the Products and Services are inoperable for any reason and You do not receive a confirmation from the App that a parking session has begun, it is Your responsibility to utilize another form of payment at the meter to avoid a summon or fine.

All notices and signs or directions made by relevant government authorities, traffic attendants or authorized persons (e.g., the suspension of a parking) shall take precedence over any information that you receive from the App.

### **Section 12: Force Majeure**

The City of Minneapolis shall not be held responsible in case a force majeure event occurs. The following shall, inter alia and without limitation, be considered a force majeure event: any breach due to third party that are not under the City of Minneapolis' or Third Party Provider's control and/or any external causes or circumstances beyond the reasonable control of the City of Minneapolis or Third Party Provider's including, without limitation: acts of God, flood, drought, fire, earthquake or other natural disaster, social conflicts, intervention by civil or military authorities, terrorist attack, civil war, civil



commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, epidemic, pandemic, interruption or failure of utility service, telecommunications network or power supply, or cyber-attack.

### **Section 13: Termination**

You may choose to cancel these Terms by closing Your Account or [contacting us](#). Your termination of these Terms will not affect any of our rights or Your obligations arising under these Terms prior to termination and, in accordance with the Privacy Policy, Your Account will always remain our property.

The City of Minneapolis may immediately terminate these Terms or any Services with respect to You or cease offering or deny access to the Service or any portion thereof, at any time for any reason.

Our ability to suspend, limit or close Your Account does not limit or exclude other remedies the City of Minneapolis may have if You are otherwise in breach of this Agreement.

### **Section 14: Data Retention Policy**

Within the acceptable use of this app, the customer may opt to close and delete their account. It should be known and accepted under these terms and conditions, that:

1. By deleting Your account in the app, you will be unable to resume the use of that account or access to any transaction history of that account; and
2. By deleting Your account, you forfeit the ability to challenge summonses issued to Your vehicle because supporting transaction information will have been deleted. You will have no proof of payment for Your session.

Please be advised that the City of Minneapolis, pursuant to local laws and regulations, is mandated to retain records of transactions for the purpose of reporting program activity, but not specific to accounts, for a period of at least two (2) years after the date of a specific transaction.

### **Section 15: Customer Support**

If you have any questions about our Services, the website, these Terms and Conditions or anything other related to our Services, you can contact us [here](#) or at 1 (855) 494-6674.