

SP Plus Corporation Website Terms of Use

Last revised as of January 21, 2020

Welcome. These Terms of Use ("**Terms**") apply to the use of all websites and mobile apps (each a "**Site**" and collectively, the "**Sites**") that are owned and/or operated by SP Plus Corporation, a Delaware corporation ("**SP+**"), or by third parties authorized to act on behalf of SP+. SP+ values your interest in its services and appreciates your visit to its Sites.

These Terms do not apply to any website owned and/or operated by or on behalf of any third party even if we provide a link to such website on one of our Sites. Please refer to the terms of use of any such third-party websites for information regarding the terms and conditions of your use of such websites.

When we refer to "**we**," "**us**," or "**our**," we mean SP+ or the specific division, subsidiary, or affiliate that operates the Site, provides its content, or processes information received through it, each as appropriate and applicable.

When we refer to "**you**" or "**your**," we mean the person accessing the Site. If the person accessing the Site acts on behalf of, or for the purposes of, another person, including a business or other organization, "you" or "your" also means that other person, including a business organization.

User Access

SP+ makes this Site available subject to the following terms and conditions and all applicable laws. By accessing, browsing or otherwise using this Site, you acknowledge that you, the individual user of this Site, have read, understood and agree to be legally bound by these Terms, and to comply with all applicable laws and regulations, without limitation or qualification, and further acknowledge that you have the authority and do hereby legally bind the other person or business entity, if any, to which you serve as an agent, independent contractor or employee thereof to the same Terms, without limitation or qualification. These Terms shall take effect immediately on your first use of the Site. If you do not agree to the Terms, you are not authorized to access, browse or otherwise use the Sites.

SP+, at its sole discretion, reserves the right to alter or change these Terms at any time. Any modifications will become effective when posted on this Site. By using the Sites after any changes in these Terms, you agree to be legally

bound by the Terms as amended. Therefore, you should frequently revisit this page to determine the present terms and conditions to which you are legally bound.

SP+ may terminate your right to use this Site or the Sites with or without cause, at any time, effective immediately. In the event of any such termination, the restrictions on your use of the material on this Site shall survive such termination, and you agree to be bound by those terms.

Intellectual Property and Restrictions On Use Of Information and Content

All information and content provided on the Sites (collectively, "Content"), whether explicitly marked or not, are the property of SP+, its subsidiaries, affiliated companies or joint venture partners, or others, and are subject to U.S. and international copyright laws. The Content includes, but is not limited to, the text, graphics, image, video, audio, animation, software, their related files and their arrangement on the Sites.

All trademarks, servicemarks, logos, model and brand names, emblems and protectable trade dress elements (collectively, "Marks"), whether explicitly marked or not, used on the Sites are owned by SP+, its subsidiaries, affiliated companies or joint venture partners, or others. Marks, are subject to U.S. (federal and state) and international trademark laws.

You may not copy, reproduce, download, upload, post, broadcast, transmit, distribute, publish, republish, or otherwise use any Content or Marks provided on the Sites in any form or by any means, or by any information storage or retrieval system for any commercial use without the express written permission of SP+. You may, however, copy, print or otherwise use the Content or Marks provided on the Sites provided that the use is for your personal or internal business use only and further provided that you: (1) maintain all copyright and other intellectual property notices together and intact with any Content or Marks; (2) do not modify or otherwise alter any Content or Marks; and (3) do not expressly or implicitly suggest an association with any services, product, brands or affiliates through the use of any Content or Marks. Other use of any Content or Marks, except as specifically permitted in these Terms or in a written instrument signed by SP+ is strictly prohibited.

Nothing contained in this Site shall be construed as conferring by implication, estoppel, or otherwise, any license or right to any copyright, patent, trademark or other proprietary interest of SP+ or any third party.

Any use of the Content or Marks provided on the Sites that does not comport with the above Terms shall be an unauthorized use and may subject you to civil and criminal penalties as provided by applicable U.S. and international intellectual property laws.

Online Parking Payment Service

Certain Sites contain features (the "Online Payment Service") that permit you to pay for your parking privileges at certain parking facilities operated by SP+ as required under any applicable parking contract between you and SP+, including these Terms (your "Parking Contract"). By registering a user name, a password and an account, or by using the Online Payment Service, you represent that you are the SP+ customer of record, or have legal authority to act on that person's or business' behalf, for the account you enrolled on the Site.

With the authorization you provide through the Site or through the Online Payment Service ("Authorization"), your credit card will be charged or the bank account you have designated will be debited (either via one of the debit card networks by using your debit card or via the Automated Clearing House electronic payment system). You may schedule either one-time or recurring monthly payments for monthly parking plans, in addition to one-time payments for on-demand parking services. Pursuant to the Authorization, your credit card will be charged or your bank account will be debited to make payment to SP+. Each time you use the Online Payment Service you agree that SP+ is authorized to process your payment and facilitate the charging of your credit card or debiting your bank account for the amount of your parking fee and any other applicable fees that you have agreed to pay. You agree not to make a payment that exceeds your limits on your payment card account, transfer limits, or the balance of your bank account. Your agreement with your payment card issuer or financial institution where you have your bank account governs the use of your payment card or bank account, as applicable, and you must refer to that agreement to ascertain your rights and liabilities as a cardholder or account holder.

If SP+ is unable to debit or charge the specified bank account or credit card for any reason, you shall immediately pay your parking bill using another payment method. If any debit or charge is returned unpaid by your financial institution or payment card issuer, SP+ may charge, and you agree to pay, a returned payment fee permitted under applicable law. Notwithstanding that you have subscribed to use the Online Payment Service, you continue to be responsible under your Parking Contract to pay all amounts due on or before

the date they are due, and SP+ may terminate your account and/or seek all remedies available to it under the Parking Contract or applicable law if you fail to pay such amounts when due for any reason. It is your sole responsibility to pay your account on time to avoid late fees, collection activities, or suspension of parking privileges. If, in good faith, you dispute any fees, collection activities or suspension of parking privileges, you must provide us written notice of the dispute within thirty (30) days of such action. SP+ is not liable for your failure to pay your account on time for any reason including, without limitation, due to interruption or unavailability of the Sites or the Online Payment Service.

You represent and warrant to SP+ that you are the owner or the authorized agent for the owner of the bank account or credit/debit card used in each Authorization and that debits and charges made in accordance with these Terms will not be disputed. It is your responsibility to ensure that you are entering valid bank account or credit/debit card information as your payment source. If you have scheduled recurring payments for a monthly parking plan and (i) your payment source changes for any reason or (ii) you desire to change or delete the bank account or credit/debit card information used as your payment source or (iii) you desire to stop recurring payments, you must promptly notify SP+ of those changes by either using the applicable edit functions available in the Online Payment Service or contacting SP+ at customer@spplus.com. Payments initiated under the Online Payment Service will continue to be processed against your payment source until that information is changed as provided herein.

International Use

SP+ makes no representation that materials on the Sites are appropriate or available for use in locations outside the United States and Canada, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Sites from other locations do so on their own initiative and are responsible for compliance with local laws.

Additional Terms

These Terms expressly include any and all additional terms and conditions that are set forth in any of the Sites, including but not limited to any such terms and conditions that are specified in posted agreements and frequently asked questions listings. To the extent any of these Terms are in conflict with any terms and conditions set forth in any of the Sites, the terms and conditions set forth in the Sites shall control with respect to the particular Site to which the terms and conditions are posted.

If applicable, you agree to honor and abide by the terms and conditions of any parking facilities or transportation vehicles that you access as a result of any purchases made through any of our Sites.

Disclaimers

You use this Site and the products and services offered on this site at your own risk. All information and content and all products and services offered through this site, including content provided by third party advertisers and sponsors and parking permits for third party venues and facilities, on this Site are provided "as is" without any express or implied warranty or representation of any kind including, without limitation, any implied warranties of merchantability, fitness for a particular purchase, title or non-infringement.

In no event will SP+, its subsidiaries, divisions, affiliated companies or joint venture partners be liable to any party for any direct, indirect, special or other consequential damages arising out of or related to your use of this site or any of the products or services offered through this site, or any other hyperlinked site including, without limitation, any lost revenues, lost profits, loss of prospective economic advantage, business interruption, loss of programs or other data on your handling system or otherwise arising out of the use, misuse of or inability to use this Site or the information, content documents or software thereof, even if SP+, its subsidiaries, divisions, affiliated companies or joint venture partners are advised of the possibility of such damages or for any claim by a third party. Your sole and exclusive remedy against SP+ is to discontinue use of the Sites and to discontinue the use of products and services offered on the Sites.

Without limiting the above disclaimers, SP+, its subsidiaries, affiliated companies and joint venture partners: (1) make no warranties or representations whatsoever concerning this Site or any other website, the access to, or the availability or use of, this Site or any other website, the information and content from whatever source posted on or referred to in this Site or any other website or the accuracy, completeness or timeliness of such information or content; (2) do not warrant or represent that your access to, or use of, this Site or any other website will be uninterrupted or free of errors or omissions, that defects will be corrected, or that this Site or any other website is, or the information or content from whatever source available for use or downloading are, free of computer viruses, worms, Trojan horses or other harmful components; (3) do not represent or warrant that any services or products listed on, or accessed through, this Site will be available for purchase or not withdrawn at any time and makes no representation or

warranty of any kind whatsoever concerning such products or services; and (4) do not represent or warrant the accuracy, functionality, specifications or any other aspect of items from whatever source posted or accessed through this Site. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

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SP+ has no obligation to update any information or content on this Site. Accordingly, SP+, its subsidiaries, affiliated companies, and joint venture partners assume no responsibility regarding the accuracy of the information or content provided on the Site. Any use of the information or content provided on this Site is done so at your own risk.

You are solely responsible for determining your own safety and the safety of your vehicle and its contents at any parking location provided to you through use of this Site. We are not responsible for damage to or loss of your vehicle or any of its contents or for any personal injury in any circumstance, including, but not limited to: weather, fire, or any other Act of God; mechanical defects or accidents; or criminal activity of any kind, including theft. You park at your own risk and will have no recourse against us or have any cause of action against us in connection with any parking at any parking location provided to you through use of this Site.

Privacy Policy

These Terms include the terms and conditions of [SP+'s Privacy Policy](#). Accordingly, by using this Site, you affirmatively acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of [SP+'s Privacy Policy](#).

Miscellaneous

You warrant to SP+ that you will not attempt to gain unauthorized access to any services offered by SP+ or computer systems or networks connected to any SP+ server through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available by SP+. When using this Site you agree not to pretend to be someone else or spoof their identity.

You agree to defend, indemnify, save and hold harmless SP+, its subsidiaries, affiliated companies, joint venture partners, licensees, and their respective directors, officers, employees, and agents from and against all liabilities, claims, damages, and expenses, including reasonable attorneys' fees as incurred, arising out of your use of this Site including any violation or alleged violation of these Terms, and any losses or claims arising out of your use of any services you may have obtained on one of our Sites (e.g., parking permits, transportation services, etc.).

SP+ controls its Sites (excluding linked sites) from its headquarters in Chicago, Illinois, United States of America and makes no representation that any content contained in the Sites is appropriate or available for use in other locations. Accessing this Site in locations where the use of such content is illegal is prohibited.

By accessing this Site you agree that the statutes and laws of the State of Illinois, notwithstanding any principles of conflicts of law, will apply to all matters relating to use of this Site, or any dispute between us relating to this Site or your use of our products or services.

If any part of these Terms is deemed unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles herein are for convenience only and have no legal or contractual effect.

We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, shall be determined by binding arbitration in the State of Illinois, in the county of Cook. The arbitration will be governed by the AAA's Commercial Arbitration Rules ("AAA Rules"), and will be administered by the AAA. This clause shall not preclude parties from seeking provisional remedies in aid of

arbitration. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

All commercial claims between us, whether subject to arbitration or not, will be governed by Illinois law, excluding Illinois' conflict of laws rules.

If a commercial claim between you and us is not subject to arbitration, you agree that the claim must be resolved exclusively in the U.S. District Court for the Northern District of Illinois or a state court located in Cook County, Illinois and that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

By using this Site, you further agree that you will not use this Site or any materials available thereon for any unlawful activity, or use it in any way that would violate any of these Terms.

When applicable, you further agree, as a condition of using this Site, to ensure that all of your agents, employees, and independent contractors adhere to these Terms.

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