

TERMS OF USE OF THE SERVICE OF MOBILE PAYMENTS FOR PARKING

1. Framework

The present Terms of Use set forth the rules which users must follow in order to use the mobile payments for parking service in adherent cities, indicated [here](#) in ("Cities").

2. What is the service of mobile payments for parking?

The service of mobile payments for parking is a service which allows the users of City parking to pay for that parking via mobile devices (for example, mobile phones and tablets).

3. Who provides the service of mobile payments for parking?

- The mobile payments for parking service may be provided:
 - By managing bodies of parking on public roads and / or parking facilities (covered and / or surface) - "Parking Companies"; or
 - By MEO – Serviços de Comunicações e Multimédia, S.A. ("MEO").

The Service provider will hereinafter be referred to as "Provider".

- Please note that whenever you wish to pay for parking in a particular city via mobile devices, you are subject to these Terms of Use.

These Terms of Use constitute an agreement that each user enters into with the Provider which renders the service in a given city. You will therefore have a contractual relationship with the Provider of the service in Cities where you pay for parking through mobile devices.

- The Parking Service will always continue to be provided by the Parking Companies.

If in doubt, you may get in touch directly with the Service Provider's Customer Support.

4. Who may use the service of mobile payments for parking?

Anyone wishing to use the service of mobile payments for parking may do it.

To use the Service, there is no need to register. However, if you do register, you will have access to additional features and will be able to manage and access your parking history in the Cities of the Providers with whom you have registered.

5. Registration on the service of mobile payments for parking

- If you wish to register, you must register with each Provider (ie, if you wish to pay parking by phone in various cities, you have to register with each provider for each City intended).

- Registration allows you to access certain features of the Service rendered by that Provider (such as access to the client area, the use of a virtual wallet or the purchase of additional services).
- You may associate your registration with various mobile phone numbers.
- You should be sure that the information provided in the registration is true, accurate and current. You should also keep the information provided regularly updated, so that it remains, reliable, correct and current.
- On registering, you will be provided with access data (user name and password), which you should keep strictly confidential, not revealing them to others, or using them in situations in which they might be decoded or copied.
- Do not access the service with the access data of another person. Do not forget, furthermore, that any access and use made of the Service with your data is your sole responsibility.

6. Description of the service of mobile payments for parking

The Provider enables you to pay for parking by mobile phone via three access channels:

SMS	<p>You should send an SMS to the number given by the Provider, according to the instructions on the website.</p> <p>You will receive an SMS confirming your parking (start, duration or end time) or an error message, as applicable.</p> <p>This access channel is available to users of any national mobile operator.</p>
Mobile Web	<p>Through your mobile phone you should go to the Web page indicated by the Provider. Then, follow the instructions given there.</p> <p>You will receive an SMS confirming your parking (start, duration or end time) or an error message, as applicable.</p>
Apps	<p>The Apps work with the operating system Android 2.3.3 or higher, or the operating system iOS for the iPhone, version 5.1 or higher.</p> <p>You should first download the applications here and, in so doing, must accept the terms of the application license.</p> <p>Each time you wish to use the Apps, you should follow the instructions given by them. You will receive an SMS confirming your parking</p>

	(start, duration or end time) or an error message, as applicable.
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You may pay using the following payment channel(s):

Virtual Wallet	The virtual wallet is an account that is created along with registration with each Provider. The virtual wallet is created directly with each Parking Company (not MEO). Charging the virtual wallet must be done through your credit card. Consult the terms of use of the virtual wallet here .
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You can request parking in various ways:

By duration	For example, 30 minutes	If the data entered by the user goes past the time when parking is payable, the remaining amount is automatically transferred to the next day, starting from the time that paid parking restarts.
By amount	For example, 0.80 Euros	
By end time	For example, until 3.30 pm	
Open ended	In this case, the parking only ends: <ul style="list-style-type: none"> • When the user indicates; or • On expiry of the maximum possible duration for the parking in 	

7. Parking Request

- Parking requests may not be revoked, once they have been sent.
- Only one parking place can be activated for each car registration number at any time, although there is no parking limit per user.

8. Refusal of Parking

Parking may be refused specifically in the following cases:

- Providing incomplete or incorrect information;
- The parking request is incompatible with the parking rules of the Parking Company;
- Insufficient funds on the virtual wallet for the intended parking operation;
- Reasonable doubt about the identity of the person requesting the payment;
- When the acceptance of parking is contrary to applicable law or regulations, or may lead to civil or criminal responsibility on behalf of the Provider;
- Withholding information reasonably requested by the Provider;
- Other circumstances which reasonably justify refusal to authorize the parking.

9. Cancellation of parking

The Provider may cancel any on-going parking, for breach of the rules contained in these Terms of Use or – if the Provider is not the Parking Company- if the Parking Company so requires, as may happen in the following cases:

- When the maximum permitted limit of parking has been attained;
- When the balance of the virtual wallet runs out.

10. Price

- To use the Service, you may have to pay the price shown on the price list of the Provider.
- Please note that, in addition to this price for the Service, you must pay the price of parking, which is set out in the price list of each Parking Company.
- You may also have to pay the cost of communications, such as the cost of sending the SMS and the cost of data traffic for Mobile Web and Apps. The price of communications will be what you have in effect with your mobile operator.
- The following costs may also be payable:
 - A cost for additional services subscribed to the Provider, such as being notified of

the approaching end, or end, of the parking period.

— Other amounts, costs and taxes required by third parties under contracts held with them.

11. Invoices and receipts

- For the Service rendered by the Provider, the latter will issue the invoices due, at the time when the Service is carried out
- For the parking services provided by the Parking Company, the latter will issue the respective invoices when carrying out the parking operation.
- By using the Service, you agree that invoices relating to the Service and invoices relating to parking: (i) are received electronically to the e-mail address for each user through the means that will be made available for this purpose, (ii) are issued in global form, relating to each month or to shorter periods if you are a registered user, and (iii) are issued for each parking operation if you are not a registered user. Invoices will be issued in a simplified manner without TIN unless the inclusion of TIN is requested by the users, through the appropriate means for this purpose. If you are a registered user, you accept that invoices (for the Service and parking) may be made available in your client area.

12. Client area

- The registered user will have a customer area with the Provider(s) with which it is registered, where they may:
 - Consult information regarding the Service;
 - Consult your parking history;
 - Update and alter information;
- Refer to the receipts and invoices issued regarding the Service and parking.
 - You may also subscribe to additional services, such as receiving a reminder that the parking period is close to ending, or has ended, under the conditions mentioned there.
 - You should periodically consult your client area so that you may confirm that all the information recorded there is accurate and current and, in particular, that there are no inaccurate or unauthorized parking records, or missing records of completed parking operations.

13. Records

- Every Provider shall keep a record of each parking operation carried out and shall make it available for consultation in the client area.
- These records constitute, to the fullest extent permitted by law, proof of the receipt and authenticity of the requests for parking received and carried out.

14. Terms of use for the Service

- To use the Service, you must comply with the following rules:
 - Do not use the Service for purposes which are unauthorized, illegal, or disruptive to public order or accepted behaviour;
 - Observe all the specific terms of use of the access channels and means of payment that you intend to use.
 - Do not use the Service to provide, send or transmit any content which is illegal, threatening, invasive of privacy, is harmful or offensive to human dignity, or which is harmful to minors.
 - Do not use the Service to post or transmit, purposely or negligently, any material that contains or may contain viruses, worms, defects, Trojan horses or other items or computer code, files or programs that are likely to interrupt, destroy or limit the functionality of any computer system or equipment (hardware or software) or telecommunications equipment;
 - Do not provide or send false or misleading information.
- Also be aware that:
 - You should use the Service in a responsible, sensible and careful fashion.
 - You use the Service at your own risk and you are solely responsible for
 - (i) parking request operations and their payment, and
 - (ii) for any damage caused to your system and/or hardware and for any other damages, including loss or damage of data, arising out of the use of the

Service.

15. Security

- The Providers do not guarantee that the functioning of the Service will be uninterrupted, free of errors or failures, or that it will be continuously available.
- The Provider may at any moment, and without prior notice, take all precautions necessary to guarantee the integrity, security, continuity or quality of the Service, including restrictions or limitations of access.
- The user is solely responsible for guaranteeing the security of equipment (mobile telephones, computers) used to access the Service, as well as the confidentiality of the Service access data.
- The user is solely responsible for any damage incurred due to abusive use of the Service

that results from a breach of the user's obligations or from its negligent use.

16. Responsibility

- Should MEO be the Provider, MEO informs that it only provides a technical service of receipt of requests for parking (or end of parking) of users and of response submission to confirm or deny these requests. It is the responsibility of the Parking Company to confirm whether requests may be accepted or denied, MEO not being responsible for any errors or delays that may result from information provided by the former.
- The Providers are not responsible for damage or losses which may result from:
 - Delays, loss, failed receipt, incomplete, partial or intermittent receipt, or duplicated receipt of requests for parking;
 - The sending of communications to unintended recipients, when it results from (i) the failure or malfunction of computer systems or underlying electronic communications or (ii) the submission of incorrect or incomplete data by user or (iii) the loss of the user's equipment or (iv) any other reason beyond the control of, or external to, the Providers;
 - The sending of communications to equipment which is switched off, offline, or

for any other reason, unavailable;

— The use or impossibility of use of the Service, including, delays, interruptions, errors, interference with and suspension of communications, omissions, viruses, bugs, and also damage and/or malfunction of the electronic, computer or telecommunications systems;

— Delays or obstructions of use caused by failures or overloading of the Internet or other electronic systems, namely failures in accessing any part of the Service;

— Suspension, non functioning or unauthorized use of servers in which the Service is hosted and/or of all the information and data hosted there;

— Unlawful actions by third parties, including the accessing and modification of personal databases;

— Use of the user name and password by unauthorized third parties;

— Possible security deficiencies or errors that may result from the use of unsafe or outdated terminals or browsers, as well as from the action of devices for recording user passwords or identification codes, or from the damage, errors or inaccuracies that may result from their malfunction;

— In general, situations of *force majeure* beyond the control of the Provider, including situations of overloading of the Service.

- The Service was developed with the interests of its users in mind. However, the Providers do not guarantee that the Service will satisfy every need or expectation that is held, or meet their specific requirements.

17. Suspension or cancellation of the Service

- Providers may suspend, block, interrupt, or cancel the Service, the registration of a user, or the use of available access channels to all, or to only one or more users, in the following cases:

— When necessary to guarantee the security of the Service or access channel;

— When there are reasonable suspicions that the user or a third party is using the system in a fraudulent or abusive fashion;

— When necessary for operations of management, maintenance, repair, alteration or modernisation of the Service;

— In other duly justified circumstances, including particularly, in the event of default by the user of their obligations under these Terms of Use, or when

the provision of the Service may place the Provider in violation of legal or regulatory obligations;

— For your convenience, through prior written communication provided with reasonable notice, except when this is not possible.

- In case of suspension, the Providers may determine which restrictions on access and use shall be applicable and these shall remain in force, until the situation of noncompliance is remedied.
- The means of payment shall likewise be suspended, blocked, interrupted or cancelled depending on the respective terms of use.~

18. Rules of parking

- The Service is limited to providing you with a new way of paying for parking, so you should continue to comply with all the rules of the Parking Company applicable at the parking location.
- Namely:
 - Applicable zones and tariffs are the same as those in effect at any time within the intended geographical area;
 - The payment for parking through the Service follows the rules defined by each Parking Company regarding paid parking in its geographic area.

19. Specific details of each Provider

Each Provider may establish specific rules for the use of its Service. The user should consult these rules in the specific areas of each Provider and/or, if applicable, in the respective signage of the parking meters.

20. Final Provisions

- You should regularly refer to this document, since the rules of use of the Service, and the Service itself, may be changed at any time, which shall be duly announced in the following website: <https://meoparking.pt/index.htm?lang=en>. If you disagree with any of the terms of use, you should not use the Service.

- These Terms of Use are governed by Portuguese law and, in case of dispute in the interpretation or application of these Terms of Use, the competent court is the court of the district of Lisbon, with express waiver of any other.