



ParkSight™ - Terms of Service

Last Updated: July 13, 2025

Welcome to ParkSight™! These Terms of Service ("Terms") govern your access to and use of the ParkSight™ mobile applications, websites, content, products, and services (collectively, the "Services") made available by Dielmass Group, LLC ("ParkSight™," "we," "us," or "our").

By creating a ParkSight™ account, or by accessing or using the Services, you agree to be legally bound by these Terms and our Privacy Policy, which is incorporated by reference. If you do not agree to these Terms, you may not access or use the Services.

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

1. The ParkSight™ Service

1.1. A Technology Platform. ParkSight™ provides a technology platform that connects users seeking to obtain short-term and long-term parking for their vehicles ("Drivers") with users who have parking spaces available for rent ("Hosts"). ParkSight™ is not a parking provider, garage operator, real estate broker, or agent. Our role is solely to facilitate the availability of the platform for Drivers and Hosts to connect and arrange bookings directly with each other.

1.2. User Roles & Responsibilities.

- As a Host, you represent and warrant that:
- You own or have the legal right and all necessary permissions to rent out the parking space you list on the Services.
- Your listing is accurate, complete, and not misleading in any way, including its location, size, accessibility, and any restrictions.
- Your parking space is safe, well-maintained, and reasonably accessible to your booked Drivers.
- You will comply with all applicable local laws, rules, and regulations, including any zoning or licensing requirements in your city.
- As a Driver, you agree to:
- Adhere to all rules and restrictions stated in a Host's listing.
- Make timely and full payment for all bookings you make.
- Vacate the parking space at or before the end of your booked time, unless you successfully extend the booking through the Services.
- Treat the Host's property with respect and leave it in the same condition as you found it.

2. Intellectual Property Rights

2.1. Ownership. The Services and all rights therein are and shall remain ParkSight™'s property.



Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted below; or (ii) to use or reference in any manner ParkSight™'s company names, logos, product and service names, trademarks, or services marks. The AI and predictive analytics algorithms used within the Services are the proprietary intellectual property of ParkSight™.

2.2. License. Subject to your compliance with these Terms, ParkSight™ grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information, and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use.

3. User Conduct & Acceptable Use

3.1. Community Guidelines. You agree to abide by the ParkSight™ Community Guidelines, which are incorporated into these Terms. This includes:

- **Respectful Communication:** All communication with other users via the in-app messaging system must be professional, respectful, and directly related to a booking or inquiry. Harassment, spam, discriminatory remarks, or offensive language are strictly prohibited and may result in immediate account termination.
- **Honest Reviews:** All reviews and ratings you provide must be truthful, based on your firsthand experience, and free of extortion or manipulation.
- **Prohibited Activities:** You may not use the Services to engage in any illegal activities, list or book spots for fraudulent purposes, scrape data from the platform, or attempt to circumvent our fee structure by transacting outside of the ParkSight™ platform.

4. Financial Terms, Payments, and Payouts

4.1. For Drivers. By providing a payment method, you authorize ParkSight™ and our third-party payment processor (Stripe, Inc.) to charge your method for all fees associated with your bookings, which include:

- The price of the parking spot set by the Host ("Host Price").
- The ParkSight™ "Driver Service Fee," which is a percentage of the Host Price.
- Any applicable local and state taxes, which will be calculated and displayed at checkout.
- The total amount you will be charged will be clearly displayed to you for your review before you confirm a booking.

4.2. For Hosts. You authorize ParkSight™ to act as your collection agent to collect payment from Drivers on your behalf.

- **Payouts:** ParkSight™ will initiate payouts of the Host Price, minus the "Host Service Fee," to your designated payout method on a regular schedule detailed within the app.
- **Service Fee:** The Host Service Fee is a percentage of the Host Price, which you agree to pay ParkSight™ in exchange for providing the platform, marketing, and support services. The current fee structure will always be clearly disclosed to you.



- **Taxes:** As a marketplace facilitator, ParkSight™ will calculate, collect, and remit applicable sales and parking-related taxes on your behalf where required by law. You are solely responsible for reporting your earnings as income and for paying any applicable federal, state, and local income taxes. ParkSight™ will issue 1099-K forms as required by law.

5. Cancellations, Refunds, and Damages

5.1. Cancellation Policy. ParkSight™ maintains a tiered cancellation policy to balance the needs of both Drivers and Hosts. The specific terms (e.g., cancellation deadlines and refund amounts) will be clearly displayed at the time of booking and are incorporated herein by reference.

5.2. Host Cancellations. Cancellations by a Host of a confirmed booking are highly disruptive to the user experience. Such cancellations may result in penalties applied to the Host's account, including but not limited to a cancellation fee, a public "Host Canceled" notice on their listing, and potential account suspension for repeated cancellations.

5.3. Damage to Property. As a Driver, you are responsible for leaving the Host's property in the condition it was in when you arrived. You are responsible for your own acts and omissions. If a Host claims and provides evidence that you have damaged their property ("Damage Claim"), you agree that ParkSight™ may, on behalf of the Host, charge your payment method to cover the reasonable cost of repair.

6. Liability & Dispute Resolution

6.1. LIMITATION OF LIABILITY. YOU AGREE THAT PARKSIGHT™'S ROLE IS SOLELY THAT OF A TECHNOLOGY PLATFORM. WE DO NOT OWN, OPERATE, OR INSPECT ANY PARKING SPACES. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY LAW, PARKSIGHT™ AND DIELMASS GROUP, LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THEFT OF OR DAMAGE TO YOUR VEHICLE OR ITS CONTENTS, PERSONAL INJURY, OR PROPERTY DAMAGE, ARISING FROM YOUR USE OF A HOST'S PARKING SPACE OR YOUR INTERACTION WITH ANOTHER USER. THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES AND ANY BOOKING REMAINS SOLELY WITH YOU.

6.2. Dispute Mediation. While ParkSight™ is not a party to any booking agreement, we may, in our sole discretion, provide a mediation process to help resolve disputes between Drivers and Hosts. You agree to cooperate in good faith in this process. ParkSight™ reserves the right to make a final determination, which may include issuing a refund, facilitating payment for a Damage Claim, or applying penalties to a user's account.

6.3. Indemnification. You agree to indemnify, defend, and hold harmless ParkSight™, its

affiliates, and their respective officers, directors, employees, and agents from any and all claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) your violation of the rights of any third party, including other users; or (iv) any Damage Claim.

6.4. Governing Law & Arbitration. These Terms are governed by the laws of the State of Ohio. You agree that any dispute arising from these Terms will be settled by binding arbitration, and you waive your right to participate in a class-action lawsuit or class-wide arbitration.

7. Third-Party Services & Links

7.1. The Services may be made available or accessed in connection with third-party services and content (including advertising) that ParkSight™ does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. ParkSight™ does not endorse such third-party services and content and in no event shall be responsible or liable for any products or services of such third-party providers.

8. Account Termination & Modification of Terms

8.1. **Termination.** ParkSight™ may, in its sole discretion, suspend or terminate your account and access to the Services at any time, without notice, for any conduct that we believe violates these Terms or is otherwise harmful to other users or the platform.

8.2. **Modification.** We reserve the right to modify these Terms at any time. We will provide notice of any material changes. Your continued use of the Services after such notice constitutes your consent to be bound by the modified Terms.