



## TERMS AND CONDITIONS FOR ePARK BUSINESS

### 1. About these terms

- 1.1 These terms and conditions (the "Terms") apply to companies, organisations and other legal entities that apply for a business account and use our business service ePARK Business ("ePARK Business").
- 1.2 The Terms and Conditions, together with information on our website [www.epark.se](http://www.epark.se) (the "Website") and via our mobile application (the "App"), constitute the agreement between the company or organization (the "Customer") and Electronic Parking AB, org.nr: 556871-1450, ("ePARK", "we", "us", "our") when the Customer uses ePARK Business. In addition to these Terms, our Terms of Use apply. In the event of any conflict between these Terms and Conditions of Use, these ePARK Business Terms and Conditions shall prevail.
- 1.3 When you register a business account as a representative of the Customer, you accept the Terms and Conditions both on behalf of the Customer and on your own behalf. You also guarantee that you have the authority to accept the Terms and Conditions on behalf of the Customer and have the authority to use ePARK Business and to make any purchases on the Customer's behalf.
- 1.4 By accepting the Terms and Conditions, the Customer undertakes to comply with them when using ePARK Business and confirms that the Customer has understood them and that the information provided is correct.
- 1.5 In addition to these Terms and Conditions and the standard prices and other commercial terms and conditions applied by ePARK, special terms and conditions may apply at the place where the Customer uses ePARK Business, e.g. special conditions in a specific parking space or for a specific charging station. Such deviating terms and conditions are stated in connection with the Customer's use of ePARK Business and apply before what is stated in these Terms and Conditions. If you or the company you represent has entered into a separate agreement with ePARK, that agreement applies before these Terms and Conditions.

### 2. Contact us

- 2.1 If you have any questions about the Terms and Conditions or to get in touch with us, please contact our corporate customer service, which can be reached by calling [010-101 31 91](tel:010-1013191) or by emailing [support@epark.se](mailto:support@epark.se).

### 3. Om ePARK Business

- 3.1 ePARK Business is a business service for the management and payment of parking costs arising from the Customer's employees' use of our services. The

employees are linked to the company account by the account administrator by adding the employees' email addresses.

- 3.2 The ePARK Business subscription runs until further notice and continues to be valid until the Customer cancels the subscription. The termination is effective from the last day of the month in which the termination is made. The customer is not entitled to a refund of fees that have already been paid for the current month or for the period up to the date of cancellation.
- 3.3 The Customer's employees' use of our services is governed by ePARK's terms of use.
- 3.4 ePARK Business is offered in different variants: Free, Flexible and Premium. Depending on which variant the customer chooses, ePARK Business is offered with different functionality and with different commercial terms such as prices.
- 3.5 The variant called Free is our free option with limited functionality. The variants called Flexible and Premium have increased functionality that can vary over time. The Premium variant is the variant with the most functionality. Up-to-date information about which services that are offered and their respective functionality can be found [here](#).

#### **Flexible och Premium**

- 3.6 If the Customer chooses one of the Flexible and Premium variants, the Customer will pay a fee per month. Additional costs and fees may apply. For ePARK Flexible, you pay a monthly fee and a fee for each parking. For ePARK Premium, you pay a monthly fee. In addition to these fees, the Customer is responsible for all costs incurred for each individual use of ePARK's services linked to the Customer's business account. When entering into an agreement on ePARK Business, the fees stated at the time of entering into the agreement apply. Current fees for ePARK Business can be found [\[here\]](#).

### **4. About the business account**

- 4.1 To use ePARK Business, you need to register a business account with us.
- 4.2 It is free to download the App and to register an account. When you register a user account, you need to provide your organization number, contact person, email, invoice reference and password.
- 4.3 The Corporate Account is personal and may not be transferred or used by anyone other than the Customer personally. The Customer undertakes to ensure that no one other than the Customer can use the login details.
- 4.4 The customer may choose to deregister the Corporate Account at any time by contacting our Corporate Customer Service at the contact details set out in Section 2 above. A deregistration means that the Customer can no longer use ePARK Business.

## **5. Customer's responsibility**

- 5.1 The customer shall comply with and use ePARK Business in accordance with these Terms and Conditions and any other instructions or agreements that apply from time to time and applicable laws and regulations from time to time.
- 5.2 The Customer is responsible for all use of ePARK Business that takes place under the Customer's business account. This includes liability for all payments arising from such use.
- 5.3 ePARK Business may not be used in any way that is illegal or causes harm or inconvenience to others or in a way that ePARK Business is not intended for. If we suspect that the use of ePARK Business is being misused or if the use otherwise violates the Terms and Conditions, we have the right to suspend the business account. A suspension shall not be seen as a failure on our part to provide ePARK Business in accordance with the agreement that we have entered with the Customer.
- 5.4 The Customer shall ensure that ePARK Business is not used by unauthorized persons and shall check that all users, such as the Customer's employees, with a connection to the Company Account are authorized to use the Company Account. In the event of suspicion that the Corporate Account is being used by an unauthorised person, the Company is obliged to notify us immediately for us to have a reasonable opportunity to take security measures.
- 5.5 The customer is responsible for complying with all guidelines and requirements in accordance with the instructions given by ePARK from time to time. This includes, among other things, a responsibility to ensure that the registration numbers that have been linked to the company account are correct and kept up to date.

## **6. Prices and payment**

- 6.1 In the case of an agreement with ePARK Business, the prices stated at the time of purchase apply. Prices are exclusive of VAT. Current VAT is reported on any invoice.
- 6.2 Prices do not include any fees that may apply. The total price for ePARK Business is stated before the agreement is signed.
- 6.3 If the price or information is incorrect and the Customer realized or should have realized this, the incorrect price or information will not apply to ePARK Business.
- 6.4 We offer invoice payment for ePARK Business. For invoice payment, our invoice terms apply, which can be found [\[here\]](#).

## **7. Availability, maintenance and support**

- 7.1 Although this is our ambition, we cannot guarantee that ePARK Business will always be provided completely free of technical disruptions. We may for periods need to change, limit access to or suspend ePARK Business due to, for example,

service, support, security or other technical reasons. Availability may be affected by external factors such as network connectivity. We will use reasonable efforts to notify the Customer of any closure or withdrawal.

- 7.2 In the event of problems with ePARK Business, the Customer shall, to the extent that can be considered reasonable, cooperate with us to determine whether it is the Customer's hardware, software or network connection that is causing any problems. If the Customer does not want to cooperate with us, we have no means of helping with the problem.
- 7.3 If the Customer experiences problems with the Services or is dissatisfied in any way, it is important that we are informed of this as soon as possible. We are grateful for both feedback and support questions at the contact details provided in section 2 above to find a solution to the issue as soon as possible.
- 7.4 The customer is responsible for protecting its technical equipment against unauthorized use, including the use of appropriate anti-virus software and firewall.

## **8. Changes and updates**

- 8.1 To access ePARK Business, an internet connection is required. ePARK Business is provided according to the latest version from time to time. If updates are required for ePARK Business to function and to ensure a satisfactory level of security, we will inform about this and any consequences of not implementing the update. Updates may entail changes to the technical requirements imposed on the Customer's device. It is up to Customer whether Customer wishes to install the Updates provided.
- 8.2 If the Customer decides not to install the Updates, the Customer should not expect that ePARK Business can be provided in accordance with these Terms and Conditions. We are not responsible for any errors resulting from the Customer's failure to install the Updates provided and if the Customer has been informed that the Updates are available and the consequences of the failure to install and the failure to install is not due to the installation instructions.
- 8.3 In addition to such updates as set out above, we will, under certain conditions, change the features of the App, if we have a valid reason for such change. We have a valid reason to make changes if the change is necessary to adapt the App to a new technical environment or an increased number of users, if we have other important operational reasons, if we want to develop some type of features or content in the App or if we want to improve the user experience of the App. We will inform the Customer of any changes.
- 8.4 Changes will become effective when the Customer accepts the Terms and Conditions (when the Customer logs in and/or uses ePARK Business) or 30 days after we have informed the Customer of the changes.

## **9. Intellectual Property Rights**

- 9.1 We own all rights and know-how related to ePARK Business. The Customer does not acquire through these Terms any intellectual property right or other right to ePARK Business.
- 9.2 These Terms and Conditions grant the Customer a non-exclusive and non-transferable right to use the Website and the App during the term of the Agreement. The content of the Website and the App may not be used to a greater extent than is necessary for the Customer to be able to use the Website and/or App in accordance with these Terms and in the manner intended.

## **10. Special App Terms**

- 10.1 The following sections govern specific terms and conditions that apply only to the App.
- 10.2 The app is currently available as an app for iOS and Android devices.
- 10.3 In order for us to be able to offer the App for download via the App Store and Google Play Store, Apple Inc. and Google LLC respectively require that you, as a user of the App, comply with specific terms and conditions for the benefit of Apple Inc. and Google LLC, respectively, as described in this Section 10 (the "App Terms"). In the event of any conflict between the App Terms and the Terms, the App Terms shall control.
- 10.4 When the Customer downloads the App via the App Store or Google Play Store, the following applies:
- (a) Customer acknowledges that the App Terms are only between Customer and us and not between Customer and Apple Inc. and Google LLC respectively.
  - (b) Customer acknowledges that we are solely responsible in accordance with the App Terms and Conditions for responding to any claims made by Customer or others with respect to the App or Customer's possession and/or use of the App.
  - (c) Customer acknowledges that neither Apple Inc. nor Google LLC has any obligations with respect to the maintenance and support services of the App. In the event of any errors or performance problems, Customer shall contact us directly, who is solely responsible for the maintenance and support of the App as set out in the App Terms and Conditions or as required by applicable law.
- 10.5 If Customer has downloaded the App from the Google Play Store, Google LLC shall have no warranty whatsoever with respect to the App and any claims, losses, liabilities, damages, costs or expenses attributable to the failure.

10.6 For those who use the App Store to download the App, the following terms and conditions also apply:

- (a) Customer acknowledges that we, and not Apple Inc., are solely responsible for the App and its content.
- (b) Customer acknowledges that Customer's right to use the App is non-transferable and only allows Customer to use the App in Apple-branded products that Customer owns or controls and in a manner permitted by [the Apple Media Services](#) Terms, except where the App can be accessed and used by other accounts associated with Customer through Family Sharing or Volume Purchases.
- (c) Customer acknowledges that we are solely responsible in accordance with these App Terms, and as required by applicable law, for any and all claims, losses, liabilities, damages, expenses or costs arising out of any failure to comply with any warranty. If the App does not conform to such guarantees, Customer as a user may contact Apple Inc. to recover any cost paid by Customer for the App. In addition to this, and to the extent permitted by applicable law, Apple Inc. has no other liability for the App to you as a user.
- (d) Customer acknowledges that we, and not Apple Inc., are solely responsible for any claims made by Customer or others arising out of the App or Customer's possession or use of the App. This includes, but is not limited to product liability claims, claims arising from the App's failure to comply with any law or regulatory requirements, claims arising out of consumer protection laws, privacy laws, or other similar laws.
- (e) Customer agrees that, in the event of any third-party claim that the App or Customer's possession and use of the App infringes that third party's intellectual property rights, we, and not Apple Inc., are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- (f) Customer warrants that (i) Customer is not located in a country that is subject to a U.S. embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Customer is not registered with any U.S. Government as a prohibited or restricted party.
- (g) In addition to complying with the App Terms, Customer undertakes to comply with any applicable third-party terms and conditions when using the App.
- (h) Customer acknowledges and agrees that Apple Inc., and its affiliates, have the right to become a party to the App Terms and have the right to enforce the Terms against Customer as a third-party beneficiary.
- (i) Any questions, complaints or claims regarding the App should be directed to us using the contact details set out in Section 2.

## **11. Responsibility**

- 11.1 We are not liable for any damage arising from the Customer's negligence in the Customer's use or our provision of ePARK Business, such as, but not limited to, loss of data, nor are we liable for any damage arising from the Customer's possible liability to third parties, such as, but not limited to, infringement of third parties' intellectual property rights.
- 11.2 We are not liable for any damage that arises due to the Customer's use of ePARK Business in violation of the instructions and technical requirements in force at any given time, as set out in this agreement or otherwise made available by ePARK. ePARK is also not liable for indirect losses, third party damages, loss of data, consequential damages or loss of profits. In addition, ePARK's liability under these Terms and Conditions, for any loss or damage, is limited to an amount equal to the total amount paid by the Customer to ePARK for ePARK Business during one month.
- 11.3 ePARK is not responsible for any parking fines, parking fines or other similar fees that may be charged in the event of parking violations.
- 11.4 Each party shall be released from liability for failure to perform any obligation under these Terms to the extent that performance is prevented by circumstances beyond its control, such as internet or slow connection limitations, power outages, network intrusions, unforeseen changes in applicable law or regulation, pandemic, labor disputes, loss of communications, mobilization or military call-ups of a larger scale, regulations, rationing of fuel, goods or energy, as well as failures and delays in deliveries by subcontractors caused by any circumstance beyond the control of the Party, provided that the other Party is immediately informed thereof.
- 11.5 The parties have the right to terminate the Agreement with thirty (30) days' notice if force majeure continues or is apparently to continue for more than sixty (60) days.

## **12. Personal data**

- 12.1 Within the framework of ePARK Business, ePARK will process personal data on behalf of the Customer. In relation to this personal data processing, ePARK is the data processor and the Customer is the data controller. For this purpose, the parties have entered into a separate data processing agreement that forms part of these Terms and Conditions.

## **13. Complaint**

- 13.1 A Customer who wishes to claim a defect with ePARK Business must notify us of this within fourteen days (14days) from the time the defect was discovered or from the time the defect should have been discovered.

13.2 If the Customer does not notify ePARK within the time limit set out in section 13.1 above, the Customer loses the right to invoke errors.

13.3 If the Customer wishes to make a complaint, the Customer must contact our customer service on the information under section 2.

## **14. Contract period and termination**

14.1 These Terms and Conditions apply from the time the Customer registers a business account and enters a subscription. The terms and conditions apply until the Customer deregisters their company account and terminates their subscription with us.

14.2 For the ePARK Business subscription to expire, it is required that the Customer cancels the subscription with us. To terminate ePARK Business, the Customer must contact our customer service at the contact details set out in section 2 above. A termination of ePARK Business takes place with one month's notice. Please note that non-payment does not count as termination.

14.3 [The App Terms](#) apply from the time Customer downloads the App via the App Store or Google Play Store for the first time until the Customer uninstalls the App.

14.4 We have the right to terminate the agreement with immediate effect by deleting the Customer's business account if the Customer violates these Terms and Conditions or other guidelines that apply to ePARK Business from time to time.

## **15. Other**

15.1 Should any provision of the Terms or any part thereof be invalid, this shall not mean that the Terms in their entirety are invalid, and all other parts of the Terms shall remain in force to the fullest extent permitted by mandatory law.

15.2 We have the right to assign the Customer's rights and obligations under these Terms and Conditions without the Customer's written consent.

## **16. Applicable Law and Dispute Resolution**

16.1 These Terms and Conditions shall be construed and applied in accordance with Swedish law.

16.2 In the case of corporate acquisitions, the dispute must be settled in a general court with the Gothenburg District Court as the first instance.

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The terms and conditions were established by Electronic Parking AB on April 1, 2026.