

## I Agree to the Terms and Conditions \*

Review Terms and Conditions (Yes, I agree)

### Terms and Conditions:

Terms and Conditions: TERMS AND CONDITIONS Personal Information We do not sell or use any of your personal information for marketing purposes. All information is collected solely for operational. Refund and Dispute Policy You agree to contact Citywide Parking Services LLC directly in writing within 3 business days (72 hours) regarding any service disputes or disputes regarding any payment amount made for services rendered. If this time frame has expired, an additional 27 days (30 days total) may be granted for an individual to file a formal dispute on our website if they have received management approval from the onsite property manager or owner of the address in which the parking offence took place. If neither of these options have taken place, then YOU understand that YOU have waived all legal rights to pursue any further dispute options with your bank, merchant account processor and waive the right to sue or join any group in a court of law in an attempt to pursue any compensation gain, whether it be for monetary gain, emotional or physical distress. NO REFUNDS are given to cardholders after immobilization devices have been removed from the vehicle, if it is proven that the cardholder violated any posted property rules. Merchant/ Bank Disputes You have agreed to waive your right to file any financial compensatory dispute regarding a payment refund with any bank, credit card company or merchant provider including, Visa, Mastercard, Discover, American Express, Cashapp, etc. If you wish to dispute the following issues than you must file a dispute at <https://dispute.cwp.services>. Acceptable reasons for an extended dispute beyond 3 days (72 hours) are as follows: No services were rendered (vehicle was never immobilized), Fraud (credit card stolen) or being charged over the \$75/ per day amount for boot removal. Merchant and bank refunds that are not approved by Citywide Parking Services LLC are subject to being placed in collections status with a formal collection agency AND a police report filed in your name for theft of services (misdemeanor crime) AND being subject to having your vehicle booted again in an attempt to collect outstanding debt. All parking ticket/ booting disputes must be done in writing on our website at <https://dispute.cwp.services> to qualify for a rebate or refund. NO EXCEPTIONS.

Indemnification You agree to indemnify, defend and hold harmless Citywide Parking Services LLC (dba CWP Parking Services), its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of the service of either the installation of a immobilization device or the removal of any immobilization device from any vehicle located at an address in which Citywide Parking, or its affiliates, have a contract to operate at. Your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations may be subject to legal ramifications. Citywide Parking Services LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Citywide Parking Services LLC in asserting any available defenses. Arbitration PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. YOU

AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS: In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

**Class Action Waiver** Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. You and Citywide Parking Services LLC agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Neither you, nor any other customer, client or vendor, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Citywide Parking Services LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Changes to Terms** Citywide Parking Services LLC reserves the right, in its sole discretion, to change the Terms. The most current version of the Terms will supersede all previous versions. You are encourages you to periodically review the Terms to stay informed of our updates.

**Disputes Process** Any disputes, questions, allegations, concerns or general inquires concerning any of the following issues (see section 4.1) must be referred to our Dispute Resolutions Team within 30 days of services being rendered or money exchanged. The Dispute process should begin by submitting a dispute form online at <https://dispute.cwp.services>. YOU agree to communicate in writing and state your concern, within 30 days, any issues that causes YOU or any 3rd party associate, including any employee, member, associate, owner, or representative of any legal firm or counsel, that has reasonable doubt regarding the validity, reasoning, or legal right behind any vehicle past or present having been immobilized. YOU agree to provide Citywide Parking Services LLC up to 10 days in order to refund any amount paid for the service of uninstalling an immobilization device from an individual's vehicle, in the event a vehicle was improperly immobilized.

**4.1 List of Concerns:** Services rendered, over payment, improper booting, signage being unclear or misleading, claims of false imprisonment, damage to personal property, emotional distress, negligence, premises liability, theft by taking, civil theft/

conversion. 4.2 Signage Disputes. YOU agree to contact Citywide Parking Services LLC directly, either by phone, email, in person at our corporate office, in writing by mail, or for best results, using our website regarding any and all concerns regarding any posted signage on the premises you were immobilized at. Notwithstanding, Citywide Parking Services LLC reserves the right to halt services, issue a refund or waive any fees in response to any confirmed sign issues. YOU, any 3rd party, and any legal representative or employee, hereby grant at least 30 days from the initial formal complaint, to allow Citywide Parking Services LLC to perform a site visit accompanied by local code enforcement officials to remove, correct and install update signage to meet city ordinance standards. During this time all services will halt until all signs are confirmed to match all city ordinance standards. Any unsatisfactory outcomes may be addressed by either contacting our corporate office or utilizing a formal arbitration company. Jury Trial Waiver. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. If for any reason a claim proceeds in court rather than through arbitration, YOU AND Citywide Parking Services LLC WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. Last Updated 3/14/2023. Terms and Conditions are subject to change at any time. Consumer is responsible for reviewing the update terms and conditions in the event of any dispute or legal claim or concern.