

GENERAL TERMS AND CONDITIONS FOR THE SALE OF FONDATION DES PARKINGS PRODUCTS (GTCS)

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A. GENERAL PROVISIONS

1. INTRODUCTION

The Fondation des Parkings (hereinafter FP) would like to thank you for visiting its Online Shop. Please read this document carefully as it sets out the general terms and conditions for the sale of FP products.

2. ABBREVIATIONS AND DEFINITIONS

The abbreviations and/or terms shown below, whether singular or plural, have the following meanings:

Shop: refers to the part of the FP website dedicated to the online purchase of FP products.

Client: designates a User identified on the FP website through the creation of a personal account in the Client Area.

GTCS: refers to these General Terms and Conditions for the Sale of FP products, which are intended to define the conditions of use and purchase that a Client must accept in order to buy FP Products (see Articles 8 and 9).

Client Area: refers to the section of the FP website (see Clause 7.2) in which the Client can create his/her personal account.

FP: designates the Fondation des Parkings.

Product: refers to a good, service or right that a Client may purchase from FP (see Article 8).

CS: refers to the FP Customer Service which sells the various products.

Website: refers to FP's website.

User: refers to any natural or legal person, acting alone or representing a third party, whether engaged in a professional or commercial activity or not, who uses FP's website.

3. DATA PROTECTION AND SECURITY

The use of personal data belonging to Users and/or Clients, as well as their protection and security, are governed by Section C, Articles 18 and 19.

4. CUSTOMER SERVICES, INFORMATION AND QUESTIONS

FP's website can be found at: www.velocity.ch.

For answers to questions and information, Users and Clients can contact the FP's CS by:

- Telephone: 022 827 44.90, Monday to Friday, from 8:30 to 17:00.
- Email: admin@fondation-parkings.ch.

B. GENERAL TERMS AND CONDITIONS FOR THE SALE OF FP PRODUCTS

5. PURPOSE OF THE GTCS

The purpose of the present GTCS is to define the conditions for the purchase of the various products sold by the FP. These Terms and Conditions must be accepted by clicking on the corresponding confirmation box using the method stipulated in Article 8.2.

6. PRODUCTS SOLD BY THE FONDATION DES PARKINGS

FP's Clients may purchase certain products online through the FP Shop in accordance with these GTCS, others may be purchased through the FP's CS.

7. REGISTRATION AND CREATION OF THE PERSONAL ACCOUNT

7.1. General aspects

Users wishing to purchase FP products must first register on the FP website (at www.velocity.ch) and create a personal account in the Client Area, according to the terms and conditions of Article 7.2, then log in with their user name (e-mail address) and password (see Article 7.3).

Once registered the User becomes an FP Client, even if FP decides to cancel his or her orders at a later date.

The information required by FP is necessary and mandatory for the creation of the Client's personal account. In particular, FP may use e-mail addresses for administration and management purposes and for sending information to the Client.

The Client may change the login information entered when registering by using the account management settings. The Client is responsible for all information appearing in his/her account, as well as for the actions performed using his/her identification data (see Articles 7.2 and 7.4).

If any of these obligations are breached, FP may close the account(s) without notice, at the exclusive fault of the Client, who will no longer be able to use FP's services.

By registering, the Client agrees to receive information from FP by email, in particular information relating to the products sold by FP.

7.2. Creating a personal account

To create a personal account in the Client Area, the User must:

- enter their e-mail address as the user name.
- Choose a password, which the Client undertakes to keep confidential and not to disclose to third parties. The Client assumes full responsibility for the use of his/her password and for all orders that are placed using this password, even if done without their knowledge.

7.3. Access to personal accounts

After creating a personal account the Client will receive a confirmation e-mail.

7.4. Updating personal accounts

Clients opening personal accounts undertake to update their personal data as soon as possible in the event of a change of address or any other changes, as well as to replace mandatory documents if necessary. FP declines any responsibility if the Client's data are not up to date.

7.5. Unsubscribing

As mentioned above in Articles 7.1 and 7.2, the Client's e-mail address is required by FP to communicate important information about products purchased, to confirm orders and to send invoice(s).

If the Client does not wish to receive information by e-mail, this can only be done by deleting his/her personal account from the Client Area.

8. PRODUCTS SOLD BY FP

The products sold by FP are described in detail on FP's website at www.geneve-parking.ch. FP may not be held liable if one or more products are unavailable, nor may Clients make claims for damages.

9. ORDERING PROCESS

9.1. Details

After registering in the Client Area as per Article 7, the Client must respect the following ordering process:

1. Choose the desired product or products (see Article 8).

2. Confirm the order by accepting the GTCS as per Article 9.2.
3. On confirmation of the order by FP, the Client must choose the payment method, as described in Article 10, and confirm it (see Article 9.4).
4. Delivery of the product(s) by FP (see Article 12).

9.2. Methods for accepting the GTCS and registering orders.

An order is definitively registered by the Client when the latter has accepted the present GTGS.

9.3. Analysis and confirmation of orders by FP

On receipt of the Client's order, FP shall immediately confirm its receipt by e-mail. This e-mail does not mean that the order has been confirmed by FP.

9.4. Payment and payment terms

After selection of the payment method, FP will send the invoice to the Client.

10. PAYMENT METHODS

10.1. General aspects

The payment methods are as follows:

- By credit card under the terms of Article 9.3; Cash payments to FP's CS are not permitted.

10.2. Payment by bank transfer

Unavailable.

10.3. Payment by card

The only authorized cards are Visa and Mastercard credit cards.

PostCard and PostFinance payments cannot be used.

To pay by credit card the Client will be directed to a secure online payment server where the card details are entered and the payment confirmed.

Card details include the number and expiry date of the card, as well as the cryptogram on the back of the card.

The SSL (Secure Socket Layers) coding system from SIX Payments Service SA is used for all transactions. This encrypts and secures all confidential information (see Article 19.2 on data security).

Card payments must be accepted by the Internet payment server of SIX Payments Services SA in order to be confirmed. If payment is rejected by the payment centre, the purchase transaction is automatically cancelled. A payment confirmation email will be sent by the application to the Client.

11. ORDER QUERIES

For further information and queries about buying FP products, Clients can contact the FP's CS by:

- Telephone: 022 827 4490, Monday to Friday, from 8.30 am to 5 pm.
- Email: admin@fondation-parkings.ch.

For purchases already made, Clients can contact FP's CS quoting the order number shown in the order confirmation email (see Article 10.1).

12. DELIVERY OF PRODUCTS

Once paid for, products are available on the client account page on the Website. They cannot be picked up from FP's CS.

13. TITLE RETENTION CLAUSE

It is agreed that the products delivered and invoiced to the Client remain the property of FP until full payment of the amount due by the Client.

14. CHANGES TO THE PRODUCTS, PRICES AND FEES

In the event that essential and detrimental changes are made to prices after the conclusion of the contract, the Client will be informed of such by e-mail.

Changes to commission fees for credit card payments (see Article 10.3) are the exclusive responsibility of FP, which reserves the right to change its rates at any time. Consequently the commission fees and delivery costs will be those in force on the date the order is placed.

15. VERIFICATIONS, COMPLAINTS, CANCELLATION AND REFUNDS

15.1. Verifications by the Client and complaints

On receipt of the products it is the Client's responsibility to check the status(es) and number(s) of the product(s) received. If the product(s) delivered do(es) not conform to the Client's expectations in terms of their type or quantity - in particular if the specifications shown on the invoice attached to the shipment do not match the order confirmation e-mail sent by FP - the Client must immediately notify FP (see Articles 4 and 15.4).

15.2. Cancellation - refunds

All product purchases made on FP's website are firm and final and cannot be withdrawn or cancelled by the Client once the ordering process is completed (see Article 9).

16. ELECTRONIC ARCHIVING OF CONTRACTS AND AGREEMENT ON EVIDENCE

The FP may archive orders, payment receipts and invoices, as well as all documents and supporting documents provided by the Client, on a reliable and durable medium, constituting probative copies.

FP's computerised records will be considered by the Parties as being proof of all communications, orders, payments and transactions taking place between the Parties.

The Client agrees that all correspondence and/or communications and/or information transmissions taking place with FP by electronic means are presumed to have the same probative force as written documents.

17. LIABILITY FOR ORDERS

FP may not be held liable for any damages or costs arising from the use of, or inability to use, its products.

Neither may FP be held liable for damages resulting from the use of the Internet, such as data loss, hacking, viruses or interruption to services.

FP may not be held liable for improper use of its website by Users and/or use of the online ordering service by Clients or any other third party. In the event that a claim is brought against FP due to a breach of one of the stipulations of the GTCS by a user or a Client, FP may call the User and/or the Client in warranty.

The Client is solely responsible for choosing the type of product and delivery method when placing an order. Consequently, FP may not be held liable for malfunctions relating to incompatibility with the IT environment.

D. FINAL PROVISIONS

18. PROTECTION OF PERSONAL DATA

18.1. Data protection declaration

In order to control the use of its website by Users and/or to process orders placed by its Clients, FP is required to process personal data belonging to Users and Clients. Said data may be collected when registering on the website and/or when ordering a product or products.

Personal data identified as being obligatory is required in order to process orders. If the Client does not fill in the fields identified as being obligatory, FP will not be able to process the orders or provide the purchased products. In particular, FP will not be able to contact the Customer in the event of the need to ask questions or resolve problems.

FP only retains personal data belonging to its Users and Clients on its website in Geneva for as long as is legally required.

In particular, FP undertakes to comply with the data protection legislation in force in Geneva:

- The Law on Public Information, Access to Documents and Data Protection of 05/10/2001 (LIPAD / RSGE A 2 08).
- Implementing Regulation of 21/12/2011 (RIPAD / RSGE A 2 08.01).

18.2. Right to rectification

In accordance with the Federal Law on Data Protection of June 19, 1992 (LPD - RS 235.1), Users and Clients have the right to access, rectify and/or delete data concerning them held by FP, by sending an email to admin@fondation-parkings.ch or by sending a letter to FP at the address shown on FP's website.

18.3. Acceptance by Users and Clients

The Client agrees to receive, by email, and by post if necessary, changes to pricing conditions, new GTCS or any necessary product information, subject to Article 7.5.

18.4. Data confidentiality

FP undertakes to treat its Clients' data as confidential. The only exceptions to this rule are the transmission of Client personal data to the following third parties:

- The SIX Payments Services SA collection service, when the Client pays using a credit card (see Clause 10.3).
- The IT companies appointed by FP to maintain the website and the Online Shop.
- The Cantonal or Municipal Police in the event of problems on public roads when using one or other of the products.
- The judicial authorities in the event of disputes.

FP guarantees that these third parties will process personal data as FP itself would do. FP does not send personal data to anyone other than the third parties named in these data protection provisions.

19. DATA SECURITY AND DATA INTEGRITY

19.1. Notice on the protection of data by FP

FP takes appropriate organizational and technical measures to protect personal data against tampering, loss, destruction and unauthorized processing. Access is only provided to specially authorized persons who are responsible for controlling our servers. The servers are protected against unauthorized access through extensive security measures.

19.2. Payment protection

FP uses the SSL/TLS encryption method for processing transactions. SSL/TLS supports secure transport between web browsers and web servers. FP is continuously improving its security measures in line with technical developments. However, FP assumes no liability for damages resulting from data being lost, processed or learned by third parties.

The online payment solution complies with the PCI DDS standard and is approved by SIX Payment Services SA. For more information on data protection regarding payments, please visit the website: www.six-payments-services.com/pci.

19.3. Cookies

FP uses cookies to simplify the use of its services and to obtain information in order to improve them. Cookies are text files that the browser saves in a specific directory in the computer system of the User and/or Client.

Cookies include both permanent cookies and session cookies. Permanent cookies enable Users and/or Clients to log in automatically, among other things. Session Cookies save the links on which the User and/or Client clicked to make it easier to find this information later, for example.

FP's cookies are essential for use of the Client Area and Online Shop. As such, Users and/or Clients are obliged to accept the use of cookies. Consequently, the Client must not disable them in the browser when using the Client Area or the Online Shop. It is only after this that the Client can configure his/her browser to prevent cookies or to display an alert before a cookie is accepted, enabling a decision to be made as to whether the cookie is accepted or not.

Clients can, in principle, use the services available in the Client Area and Online Shop without accepting cookies, but some features may be limited when cookies are disabled. FP is therefore not responsible for any problems encountered in this regard.

Third-party cookies may be blocked.

20. FORCE MAJEURE

FP may not be held liable in the event of force majeure or events beyond its control.

21. ENFORCEABILITY

If one or more of the provisions of the GTCS are found to be invalid under applicable legislation or a judicial ruling, it shall be deemed unwritten but without nullifying the contract binding the User and/or the Client to FP nor altering the validity of the other provisions of these GTCS.

22. CHANGES TO THE GTCS

The FP reserves the right to modify the specifications at any time without prior notice. All changes are published on FP's website and come into effect at the time they are posted online. Consequently, only the GTCS in effect at the time the website is used or the order placed are valid. Please read the GTCS each time you use FP's website or place an order to learn about any updates.

23. APPLICABLE LAW, DISPUTES AND JURISDICTION

These GTCS are exclusively subject to Swiss law. In the event of disagreements, complaints, claims or disputes, Users and/or Clients should attempt to settle the difference amicably by contacting FP's CS at the address shown in Article 4. In the event that the dispute, the disagreement or claim cannot be fully resolved through mediation within a period of 60 days from a request for mediation, the parties recognize the exclusive jurisdiction of the Courts of the Republic and Canton of Geneva, subject to an appeal to the Federal Supreme Court.