

Curbstand, Inc.

Reserve Card Terms & Conditions

The Curbstand Reserve Card allows users to pay a monthly fee for unlimited access to Curbstand's valet parking services at select locations.

By applying for the Reserve Card, you have accepted these Terms & Conditions ("Terms"), which govern your Reserve Card membership. Personally identifying information is subject to our Privacy Policy, the terms of which are incorporated herein. Please review our [Privacy Policy](#) to understand our practices.

As used in these Terms, "Curbstand", "us", "our" or "we" refers to Curbstand, Inc., a Delaware corporation with an address at 1017 N. La Cienega Blvd., Suite 200, West Hollywood, CA 90069.

1. Membership

1.1. Your Reserve Card membership will continue and automatically renew until terminated. To apply for the Reserve Card you must provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership before it renews in order to avoid billing of the membership fees for the next billing cycle to your Payment Method (see "Cancellation" below).

2. Billing and Cancellation

2.1. Billing Cycle. The membership fee for the Reserve Card and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on a monthly basis as of the date you were approved for the Reserve Card. Membership fees are fully earned upon payment. In some cases your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service as soon as you register.

2.2. Payment Methods. To use the Reserve Card you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a

valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

2.3. Updating your Payment Methods. You can update your Payment Methods by going to your account page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

2.4. Cancellation. You can cancel your Reserve Card membership at any time, and you will continue to have access to the Reserve Card service through the end of your billing period. To cancel, please email support@curbstand.com with your notice of cancellation.

2.5. Changes to the Price and Subscription Plan. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms, any price changes or changes to your subscription plan will take effect following notice to you.

2.6. No Refunds. Payments are nonrefundable and there are no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to the Reserve Card service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members. The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

3. Reserve Card Membership & Service

3.1. You must be 18 years of age or over to become a Reserve Card member.

3.2. The Reserve Card is for your personal and non-commercial use only and may not be shared with any other individual. Membership is strictly non-transferable.

3.3. The Reserve Card does not grant you access to monthly parking or any parking in an airport or hotel.

3.4. The Reserve Card can only be used at Curbstand participant valets and/or parking lots.

3.5. You must present the QR code, physical or app to the participating parking attendant each time you use the Reserve Card.

3.6. Parking is limited to three (3) hours for each usage of the Reserve Card.

3.7. Curbstand reserves the right to cancel your membership and/or the Reserve Card service for any or no reason, with or without notice.

4. Disclaimers of Warranties and Limitations on Liability

4.1. THE RESERVE CARD MEMBERSHIP AND ANY SERVICES ASSOCIATED THEREWITH ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. CURBSTAND DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE RESERVE CARD WILL BE UNINTERRUPTED OR ERROR-FREE.

4.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL CURBSTAND, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, OR EMPLOYEES BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY, DAMAGE TO YOUR VEHICLE OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

4.3. NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

5. Arbitration Agreement

5.1. You and Curbstand agree that any dispute, claim or controversy arising out of or relating in any way to the Reserve Card membership or service, these Terms and this arbitration agreement (“Arbitration Agreement”) shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this Arbitration Agreement shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Curbstand are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your Reserve Card membership.

5.2. If you elect to seek arbitration or file a small claims court action, you must first send to Curbstand, by certified mail, a written notice of your claim (“Notice”). The Notice to Curbstand must be addressed to: 1017 N. La Cienega Blvd., Suite 200, West Hollywood, CA 90069 (“Notice Address”), with a copy to U.S. Law Group, 427 N. Canon Drive, Suite 206, Beverly Hills, CA 90210. If Curbstand initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Curbstand, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If Curbstand and you do not reach an agreement to resolve the claim within

30 days after the Notice is received, you or Curbstand may commence an arbitration proceeding or file a claim in small claims court.

5.3. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org.

5.4. The arbitration will be governed by the Commercial Arbitration Rules (the “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA in Los Angeles, California. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Arbitration Agreement. The arbitrator’s award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator’s application or conclusions of law.

5.5. YOU AND CURBSTAND AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Curbstand agree otherwise, the arbitrator may not consolidate more than one person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

6. Curbstand App. If you are use the Curbstand app, the app’s terms of use also apply to your use of the Reserve Card service.

7. Miscellaneous

7.1. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the state of California without regard to conflict of laws provisions.

7.2. Survival. If any provision or provisions of these Terms shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

7.3. Changes to Terms & Conditions. Curbstand may, from time to time, change these Terms. Such revisions shall be effective immediately. We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets related to the Reserve Card service.

7.7. Communication Preferences. We will send you information relating to your account (e.g., payment authorizations, invoices, changes in password or Payment Method, confirmation

messages, notices) in electronic form only, for example via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Last Updated: July 28, 2019