

# Privacy Policy V2.0.2

**Effective date 22/10/2019**

## 1. Introduction

ParkMagic values the trust our users and customers place in us when they give us access to their Personal Information. The Privacy Policy describes how we work to maintain that trust and protect that information.

ParkMagic has created this Privacy Policy in order to describe its collection, use and disclosure of personal data you give to ParkMagic when you access or use ParkMagic's online and/or mobile services and websites, and software provided by ParkMagic on or in connection with such services or websites (collectively, the "Site"). For the purposes of this Privacy Policy, "ParkMagic" or "we" means Park Magic Mobile Solutions Ltd. If you do not agree to this Privacy Policy do not use the Site and/or the services of ParkMagic.

This Privacy Policy covers only data that we collect through the Site, and not any other data collection or processing, including, without limitation, the data collection practices of any affiliate or other third party, including any third-party operators of web pages to which the Site links, and any information that we collect offline or through any websites, products, or services that do not display a direct link to this Privacy Policy. Occasionally, we may refer to this Privacy Policy in notices and consent requests related to special purpose web pages, mobile applications, or other resources, for example, if we invite you to submit ideas to improve the Site; under such circumstances, this Privacy Policy applies to information collected by us through such special purpose resources, as modified in the particular notice or consent request (e.g., with respect to the types of data collected or our uses or disclosures of such information) ParkMagic may amend this Privacy Policy at any time. Please review the "Last Updated" legend at the top of this page to determine when this Privacy Policy was last amended. Any changes to this Privacy Policy will become effective on the "Last Updated" date indicated above. By using the Site or providing information to us following such changes, you will have accepted the amended Privacy Policy. If ParkMagic is going to use Personal Information (as defined below) collected through the Site in a manner materially different from that stated at the time of collection, then ParkMagic will notify users via email and/or by posting a notice on ParkMagic's Site for 30 days prior to such use or by other means as required by law.

## 2. Information Collected

When you create an ParkMagic account, we request information, subscribe for a service, upload content or otherwise actively send us data on our Site, we collect such data including, but not limited to, your user name, password, vehicle license plate(s) information and email address. In order to deliver certain service features, we may also request your telephone number (including mobile phone number) and street address and collect payment information (e.g., credit card number and related verification information).

You may also log in to your ParkMagic account using third-party websites including, but not limited to, Facebook. If you do not already have an ParkMagic account but log in to ParkMagic using your Facebook account, this creates an ParkMagic account using the same email address used in your

Facebook account. Facebook may also ask for your permission to share certain details with ParkMagic, including but not limited to your name, profile picture, public profile information, and email address. If you agree to provide this information to ParkMagic, Facebook will authenticate you and redirect you to the Site. Please note, when you log in to ParkMagic using your Facebook account, Facebook will cookie you in order to authenticate you as a Facebook user. By accessing ParkMagic through your Facebook account, you understand that Facebook will share certain data detailed above in this paragraph with ParkMagic to permit you to access our Site in a secure manner. This information will be considered ParkMagic account information for purposes of your use of the Site. You have the ability to disable the connection between your Facebook account and your ParkMagic account at any time by accessing your privacy settings on your Facebook account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH FACEBOOK OR ANY OTHER THIRD-PARTY WEBSITE IS GOVERNED SOLELY BY YOUR AGREEMENT WITH SUCH THIRD-PARTY WEBSITE(S).

In addition, as part of the standard operation of the Site, ParkMagic may automatically collect and analyze information from your computer or mobile device, including, but not limited to, your browser type, operating system, IP address and the domain name from which you accessed the Site, and if you are accessing our Site with your mobile device, the type of mobile device. In addition, we may automatically record and analyze actions taken on the Site including, but not limited to, date and times of use, clicks, page views, the amount of time you spend on each page, and search queries. ParkMagic may also collect information about web sites and web pages you visit through our mobile software or while using ParkMagic for Chrome, and this may include third-party sites and web pages. ParkMagic reserves the right to match your IP address (or any other information) with other information about you in any way permitted by applicable law. ParkMagic will store this information on its equipment or the equipment of third parties that ParkMagic has a relationship with for that purpose. If you create an ParkMagic account, information may be collected under your account email address.

### 3. Limitation of Use or Disclosure of Personal Data

When a User closes an account, the User will no longer have access to any of the data under that account name. If the User uses the same email address to set up a new account, this data will not become available to the User again. ParkMagic reserves the right to keep any materials in a closed account as necessary to preserve and protect its rights as allowed by law (for example, to preserve records of a dispute) or to comply with its obligations under local law . A closed account does not mean that all of the data is expunged from the ParkMagic systems, although it will not be readily available under the User's original account name.

### 4. Uses and Disclosures of Information

We may use any information collected pursuant to this Privacy Policy, including information that identifies you as a specific individual ("Personal Information"), for the purposes set forth in this Paragraph 4 and Paragraphs 5, 6, and 10 below. ParkMagic uses such information to provide our services and features to you

ParkMagic may share such information as solely defined in paragraph 6 below with third parties (including operators of third-party websites and/or social networking sites) in order to show you targeted advertisements and other content that has been customized for you.

ParkMagic may also use information collected pursuant to this Privacy Policy to prevent potentially illegal activities and activities that are detrimental to you or others. ParkMagic may investigate and disclose information from or about you or your use of ParkMagic if we have a good faith belief that such investigation or disclosure (a) is reasonably necessary to comply with legal process (including subpoenas, search warrants, court orders) and law enforcement instructions and orders; (b) is helpful to prevent, investigate, or identify possible wrongdoing in connection with the use of the Site; or (c) may protect our rights, reputation, property, safety, or that of the public.

## 5. Transfer of Data to Third Parties

We may use other companies to perform services in connection with our operations, and to improve the Site and our other products and services. These third parties may include (but are not limited to) service providers and vendors.

In the course of providing these services, those companies may have access to Personal Information, and such Personal Information may be transferred to other countries. Those companies are contractually required to treat such Personal Information in accordance with this Privacy Policy.

Please be aware that we may use third-party cloud service providers that provide hosting, data storage and other services pursuant to their standard terms and conditions that may be nonnegotiable; these service providers have informed us or the general public that they apply security measures they consider adequate for the protection of information within their system, or they have a general reputation for applying such measures. However, we will not be liable (to the fullest extent permitted by law) for any damages that may result from the misuse of any information, including Personal Information, by these companies. Please see paragraph 11 for liabilities related to the transfer of Personal Data for EU and Swiss Residents.

You may also use certain third-party sites or services that you link to from ParkMagic's Site. In such cases, all information you provide to a third party is provided to that third party and not to ParkMagic, and is subject to the third party's privacy policy and terms of service.

If you provide credit, debit or other payment card and related details to us in order to make a payment, ParkMagic will use such information only for the purpose of processing the payment.

## 6. Additional Uses and Disclosures of Non-Personal Information

In addition to the other uses and disclosures of information set forth in this Privacy Policy, and notwithstanding anything in this Privacy Policy to the contrary, we may use and disclose, for any purpose, any information that does not identify you as a specific individual ("Non-Personal Information"), except where we are required to do otherwise under applicable law. Such Non-Personal Information may include, for example and without limitation: MAC addresses and other device identifiers; pixel tags and similar technologies; physical location information; Non-Personal Information may also include Personal Information that has been aggregated or deidentified. If we are required to treat Non-Personal Information as Personal Information under applicable law, then we may use and disclose it for all the purposes for which we use and disclose Personal Information.

## 7. Security

ParkMagic seeks to use reasonable security measures to help protect against the loss, misuse and

alteration of the Personal Information under ParkMagic's control. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. In addition, please note that emails, messages sent via your web browser, and other similar means of communication are not encrypted. Therefore, while we strive to protect your information, we cannot guarantee its security. Please also be aware that we may use third-party cloud service providers that provide hosting, data storage and other services pursuant to standard terms and conditions that may be nonnegotiable; these service providers have informed us or the general public that they apply security measures they consider adequate for the protection of information within their system, or they have a general reputation for applying such measures. However, we will not be liable (to the fullest extent permitted by law) for any damages that may result from the misuse of any information, including Personal Information, by these companies. Please see paragraph 11 for liabilities pertaining to the transfer of personal data for EU and Swiss Residents.

## 8. Cookies

"Cookies" are small pieces of information that are stored by your browser on your computer's hard drive. Please see our cookie policy for further information regarding ParkMagic's use of Cookies.

## 9. Links to Third-Party Sites

The Site may make available links to other websites. When you click on such links, you may leave our Site. WE ARE NOT RESPONSIBLE FOR THE INFORMATION COLLECTION, USE, DISCLOSURE OR OTHER PRIVACY PRACTICES OF ANY THIRD PARTY, INCLUDING OUR AFFILIATES, THIRD-PARTY SERVICE PROVIDERS, ANY THIRD-PARTY SOCIAL MEDIA PLATFORM, AND ANY THIRD PARTY OPERATING ANY WEBSITE TO WHICH THE SITE CONTAINS A LINK. YOU MAY HAVE RIGHTS DIRECTLY ENFORCEABLE AGAINST THESE THIRD PARTIES SO YOU SHOULD CONSIDER THEIR PRIVACY POLICIES TO LEARN MORE.

## 10. Acquisitions and Other Reorganizations

Information collected pursuant to this Privacy Policy, including Personal Information, may be disclosed to one or more third parties in connection with any change of ownership or control in ParkMagic's business (whether by merger, sale, or otherwise), or any other reorganization or joint venture, or assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceeding), and any such information may be used by such third party in accordance with this Privacy Policy. Equally, information collected pursuant to this Privacy Policy, including Personal Information, may be disclosed to one or more third parties in connection with any acquisition or merger carried out by ParkMagic of such third parties.

## 11. Personal Data of EU and Swiss Residents

The following section pertains to users who are located in the European Union and Switzerland. Residents of the European Economic Area and Switzerland have a right of access to their data. Users are able to access and update their data through the ParkMagic's site. If you wish ParkMagic to access and edit such data on your behalf, please send an email from the email address registered in your Account and the same will be provided to you. There may be a charge for such a request (which will not be higher than any applicable law permits). European Economic Area and Switzerland residents also have a right, if their personal data is inaccurate, of rectification, erasure or blocking of such inaccurate personal data. You may edit your data free of

charge (if there is an inaccuracy or otherwise), by following the procedures set forth on the Site. If your personal data is inaccurate, you may alternatively request ParkMagic to rectify, erase or block the data by sending an email from the email address registered with the exact nature of the requested action.

## 12. Do Not Track Requests

We do not respond to the browser "Do Not Track" (DNT) signal if enabled by the user in their web browser. When we set or read cookies on non-ParkMagic sites that have integrated with our own, we do so, for example, to provide a personalized experience to users on those sites. We do not share any information about your use of ParkMagic with those third parties. When third parties that we have integrated into ParkMagic sites (as described in the ParkMagic Cookie Policy) set or read their own third-party cookies, they may or may not respond to the DNT signal.

## 13. Opting Out

By default you are excluded from any marketing campaigns/mailings we may perform. If you have opted in to such messages at any time and subsequently wish to opt out you may opt out of receiving such marketing related messages by altering the relevant setting in your online profile or by sending an email to [support@parkmagic.net](mailto:support@parkmagic.net) . Please note that we may still send other messages to you, such as administrative messages.

## 14. Dispute Resolution

ParkMagic commits to resolve complaints about your privacy and our collection or use of your personal information. European Union individuals with inquiries or complaints regarding this privacy policy should first contact ParkMagic at: ParkMagic DPO ,ParkMagic, 13 Riverfront, Howleys Quay, Limerick Ireland, or by emailing [DPO@ParkMagic.ie](mailto:DPO@ParkMagic.ie)

## 15. General Inquiries and Complaints

You may contact ParkMagic, ParkMagic at: ParkMagic DPO ,ParkMagic, 13 Riverfront, Howleys Quay, Limerick Ireland, or by emailing [DPO@ParkMagic.ie](mailto:DPO@ParkMagic.ie)

## 16. Non-E.U. Users

The Website is hosted in the European Union. If you are accessing the Website from a jurisdiction with privacy laws or regulations that differ from European Union laws, please be advised that through your continued use of the Website, you are transferring your any personal information you supply to the European Union and you consent to that transfer.

The use of the ParkMagic website(s) and/or ParkMagic software and any ParkMagic services and products (collectively, the "Website") provided by Park Magic Mobile Solutions Ltd. ("ParkMagic") are subject to the provisions of this Privacy Policy, including any amendments or updates hereto. If you do not agree to this Privacy Policy, please do not use the Website and/or services of ParkMagic.

## General

ParkMagic takes your privacy seriously. We gather certain types of information about our users and we want to help you understand the terms related to the collection and use of the information which we collect. This Privacy Policy discloses the types of information we gather, how we use it, and what choices you have regarding the collection of such information.

BY USING, ACCESSING OR DOWNLOADING THE WEBSITE), YOU AGREE TO THE COLLECTION AND USE OF YOUR PERSONAL INFORMATION (AS HEREUNDER DESCRIBED), ALL IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET HEREUNDER. ParkMagic reserves the right to amend this Privacy Policy at any time and without notice, and it is your responsibility to review this Privacy Policy for any changes. Your use of the Website following any amendment of this Privacy Policy will signify your assent to and acceptance of its revised terms.

**Collection of Information Personal Information.** Use of certain features of the Website may require submission of certain personal information, including your first and last name, email address and contact phone number.

**Non personally identifiable Information.** ParkMagic may also collect or receive additional non-personally identifiable usage information specifically related to the use of a particular feature or offering on the Website, and responses to the offerings and advertisements presented on the Website.

ParkMagic may also collect or receive (in some cases as part of the internet communication protocol) certain non-personally identifiable technical information, when the Website and pages are visited.

## How is the information being used?

The information is used to operate and improve the features, offerings and content presented to you by ParkMagic, to personalize the content provided to you; to fulfil your requests for products, programs, and services; to communicate with you and respond to your inquiries; to conduct research about your use of the Website; and to help offer you other products, programs, or services that may be of interest.

No personally identifiable information of yours will be shared with any third parties unless you have consented to the sharing of this information.

Notwithstanding the foregoing, your information may be accessed and disclosed if and as required by legal procedures, as determined by ParkMagic in good faith. Furthermore, ParkMagic may transfer personally identifiable information in the event of a transfer of ownership of ParkMagic or any of its websites or products, in which case the information could become subject to a different privacy policy.

## Cookies

ParkMagic may use cookies or similar technologies to enhance and personalize your experience of the Website, to remember your preferences and registration information, to present and help measure and research the effectiveness of the various offerings, and to customise the content provided to you.

ParkMagic does not require that you accept cookies, and you may disable cookies at any time. However, some functionality of our Website may be impaired if you decline to accept cookies.

## Security

ParkMagic has implemented security policies, rules and technical measures to protect and safeguard the personally identifiable information under our control from unauthorized access, improper use or disclosure, unauthorized modification, unlawful destruction or accidental loss. All our personnel that have access to, and are associated with the processing of your personally identifiable information, are obligated to respect the confidentiality of the information.

## Modification and Deletion of Personally Identifiable Information

**Deletion (Opt-Out).** In order to delete the personally identifiable information you submitted, notify us at [support@parkmagic.net](mailto:support@parkmagic.net) that you wish to delete your personally identifiable information or any part thereof contained at our databases.

**Modification.** If you wish to modify or update your personally identifiable information contact us at [support@parkmagic.net](mailto:support@parkmagic.net). Please note that deletion of your personally identifiable information from ParkMagics database will not prevent ParkMagic from using gathered anonymous information.

**Third Parties' Practices.** This Privacy Policy does not cover the information practices exercised by other providers of products or services, advertisers or other web sites, or companies/people that ParkMagic does not own or control, or does not employ or manage.

**Disclosure.** ParkMagic will not discuss the content of any Users account with any third party without the explicit written consent of the User

## Non-E.U. Users

The Website is hosted in the European Union. If you are accessing the Website from a jurisdiction with privacy laws or regulations that differ from European Union laws, please be advised that through your continued use of the Website, you are transferring your any personal information you supply to the European Union and you consent to that transfer.

### Change History

V1.1 Updated with EU Cookie Policy

V1.2. Typo correction, reformatting. Added Disclosure section.

V2.0. Updated for GDPR introduction

V2.0.1 Amendment to Paragraph 4 to identify specific information referred to as that in Paragraph 6. The phrase 'as solely defined in paragraph 6 below' is inserted

V2.0.2 Specific insertion of license plate as Personal Information. Reorgansiation of the information collected into groupings of what we do collect and what we may on request collect