GENERAL TERMS AND CONDITIONS

LOOP-PARK

This English version is a translation of the French original. In the event of any discrepancy between the language versions, the French version shall prevail.

Loop-Park S.à r.l.-S ("we", "us" or "our") is a simplified private limited liability company registered in Luxembourg under number B297871 (RCS Luxembourg), with its registered office at 9, rue du Laboratoire, L-1911 Luxembourg. Our intra-Community VAT number is LU 36727864. You can contact us at any time at legal@loop-park.lu.

This document combines the General Terms of Use (GTU) and the General Terms of Sale (GTS), including the Cancellation Policy and the Overstay Policy (together, the "General Terms and Conditions"). The purpose of the General Terms and Conditions is to inform you about us, our Services (as defined below), and our respective responsibilities when you access and use the Loop-Park website, the mobile application and any parking reservation made through them. These Terms apply to any agreement concluded between Loop-Park and the User (as defined below).

By using our Services, you agree to comply with these General Terms and Conditions.

DEFINITIONS

Certain terms used in these General Terms and Conditions (including the GTU, the GTS, the Cancellation Policy and the Overstay Policy) have the fixed meanings set out below, whether or not they are capitalised, unless the context requires otherwise or a specific provision expressly provides otherwise.

Listing means an offer published by an Owner on the Application describing a Space available for Reservation, including its location, dimensions, access conditions, availability and price.

Application means the Loop-Park mobile application, available via the Apple App Store and the Google Play Store, through which Owners publish Spaces and Drivers search for and reserve Spaces.

Service Fee means the remuneration owed to Loop-Park by the Driver for each Reservation, calculated on the price set by the Owner, the amount of which, including VAT, is displayed before any reservation, as further described in Article 5 of the GTS.

General Terms and Conditions or **GTC** means these consolidated contractual terms, comprising the General Terms of Use (GTU), the General Terms of Sale (GTS), the Cancellation Policy and the Overstay Policy, as amended from time to time in accordance with Article 34 of the GTU.

General Terms of Sale or **GTS** means Part 2 of these General Terms and Conditions, governing the financial and transactional terms applicable to reservations concluded via the Application.

General Terms of Use or **GTU** means Part 1 of these General Terms and Conditions, governing the conditions of access to and use of the Application by all Users.

Driver means any natural or legal person who accesses the Application in order to search for, reserve or use a space. Where the Driver meets the definition of Consumer, they also qualify as a Consumer within the meaning of these General Terms and Conditions.

Consumer means a Driver or an Owner who is a natural person acting for purposes which are wholly or mainly outside their trade, business, craft or profession, within the meaning of Directive 2011/83/EU and applicable Luxembourg consumer law.

Parking Contract means the direct contract formed between the owner and the driver upon confirmation of the reservation, governing the driver's right to occupy the space for the duration of

the reservation. Loop-Park is not a party to the Parking Contract. It is formed upon immediate confirmation of the reservation or, for a space subject to approval, upon the owner's acceptance of the reservation request, subject to the successful charge of the amount due. Its specific terms are those displayed in the reservation summary and set out in the confirmation e-mail.

Reservation Request means a reservation sent by a driver for a space subject to the owner's approval, pre-authorised but not yet accepted.

Instalment means the amount charged for each one-month period of a monthly rental.

Tenant means the Driver making use of the parking space offered.

Monthly Rental means a reservation for fixed dates, lasting from one to three (3) months within the limit set by the owner, paid in monthly instalments and without automatic renewal.

Space means a private parking space published by an owner on the application, in respect of which the owner holds the rights necessary to authorise its use by drivers.

Platform means the website, the application and Loop-Park's supporting technical infrastructure, including the database, Edge Functions, the administration console and associated services.

Online Platform means a hosting service which, at the request of a recipient of the service, stores and disseminates information to the public, within the meaning of Article 3(i) of the DSA. Loop-Park qualifies as an Online Platform.

Cancellation Policy means the rules governing the cancellation of reservations, the applicable deadlines and their financial consequences, as set out in Article 8 of the GTS.

Privacy Policy means Loop-Park's privacy policy describing the processing of personal data by Loop-Park as data controller, available in the application under Settings → Privacy and at loop-park.lu/privacy.

Overstay Policy means the rules governing overstays, the applicable consequences and the procedures for reporting and resolving overstay situations, as set out in Article 9 of the GTS.

Pre-authorisation means the temporary hold of the amount of a reservation on the driver's payment method, without charge, through the payment service provider.

Owner means any natural or legal person who registers on the application in order to publish one or more spaces for reservation by drivers. Where the Owner meets the definition of Consumer, they also qualify as a Consumer within the meaning of these General Terms and Conditions.

Reservation means the reservation of a space by a driver for specified dates, time slot and duration, confirmed either immediately or after the owner's acceptance, depending on the confirmation mode of the listing, and constituting a direct contract between the owner and the driver.

Services means Loop-Park's parking management system (including its software and technology), enabling drivers to park in unoccupied parking spaces via the Application and the Website.

Website means https://www.loop-park.lu/fr.

User means any natural or legal person who accesses or uses the Application, whether as an Owner, a Driver or in any other capacity. Unless the context requires otherwise, provisions applicable to Users also apply to Owners and Drivers in their respective capacities.

Professional User means any User who accesses or uses the Application in the course of their trade, business, craft or profession, and who therefore does not qualify as a Consumer within the meaning of these General Terms and Conditions.

PART 1: GENERAL TERMS OF USE (GTU)

ARTICLE 1 — ROLE OF LOOP-PARK

Loop-Park is a digital intermediation platform that connects:

- Owners of private parking spaces;
- Drivers wishing to reserve those spaces.

Notwithstanding its qualification as an online platform within the meaning of the DSA, as set out in Article 10 of the GTU, and the applicable regulatory frameworks, Loop-Park's role in the transactions facilitated on its Platform is limited to technical intermediation. Loop-Park:

- is not a car park operator;
- is not a property manager;
- is not a custodian of vehicles;
- assumes no duty of custody;
- is not a party to the Parking Contract concluded directly between the Owner and the Driver upon Confirmation of the Reservation.

ARTICLE 2 — NO CUSTODY OR DEPOSIT

Parking takes place under the Driver's responsibility, subject to applicable mandatory legal provisions. No contract of deposit, custody or surveillance is formed between Loop-Park and the Users. Loop-Park does not guarantee:

- the security of the premises;
- the presence of a surveillance system;
- the absence of malicious third parties.

ARTICLE 3 — PROPORTIONATE VERIFICATION OF INFORMATION

Loop-Park does not carry out an exhaustive legal verification of the ownership or usage rights over the spaces published by Owners. Loop-Park may, however, carry out formal and proportionate checks, in particular:

- verification of the e-mail address when the account is created;
- collection of self-declared information;
- initial manual review of certain listings;
- use of a payment service provider carrying out identity and regulatory compliance checks (Stripe Connect).

These checks constitute neither a legal certification of ownership nor a guarantee of absolute accuracy.

ARTICLE 4 — ACCESS TO THE APPLICATION

Access is reserved for persons who are of legal age and have legal capacity. Each User may create only one account. The information provided must be accurate, complete and up to date. Registration requires verification of the e-mail address. Creating an Owner account also requires the activation of a Stripe Connect payment account before any listing is actually published. Registration further requires express acceptance of the General Terms and Conditions, whose version number and date are indicated, as well as confirmation of being at least 18 years old. The General Terms and Conditions and the Privacy Policy remain available at all times in the Application, under Account.

ARTICLE 5 — GENERAL OBLIGATIONS OF USERS

Users undertake to:

- act in good faith;
- comply with applicable laws;
- not circumvent the platform;
- not infringe the rights of third parties.

Any attempt to transact outside the platform is prohibited. In the event of proven circumvention, Loop-Park reserves the right to claim the amount of the service fees that should have been collected and to suspend the account. The messaging service and the other party's contact details are only accessible after a reservation has been confirmed and until it ends. It is prohibited to use this information to conclude, modify or cancel a reservation outside the platform.

ARTICLE 6 — OBLIGATIONS OF THE OWNER

The Owner warrants that they:

- own the space or hold a legal right over it;
- comply with the co-ownership regulations and local rules;
- hold civil liability insurance expressly covering the provision of a parking space to third parties;
- determine and comply with all tax, VAT, registration, invoicing and reporting obligations applicable to making the Space available and to the income received through the Platform. These obligations may vary depending on the Owner's personal or professional situation, the country in which the Space is located and the turnover generated by the Owner. The Owner remains solely responsible for declaring the relevant income, registering for VAT where required, issuing any required invoice and paying any applicable taxes and VAT. Loop-Park does not provide any individual tax advice;
- declare whether they are acting as a private individual or as a professional;
- where they have chosen to approve reservations, respond to each reservation request within 24 hours;
- honour any confirmed reservation until its end;
- inform their insurer that they are making their space available;
- not offer a public or unauthorised space.

Any false declaration engages the Owner's civil and criminal liability. The Owner shall indemnify Loop-Park against any claim arising from a lack of rights. Information is published under the sole responsibility of the Owner.

ARTICLE 7 — OBLIGATIONS OF THE DRIVER

The Driver undertakes to:

- respect the reserved times;
- not exceed the authorised duration;
- respect the dimensions and access conditions;
- hold valid motor third-party liability insurance for the parked vehicle;
- park only the vehicle declared for the reservation, which they may change at any time in the application;
- not use the space for unlawful purposes.

The Driver is solely liable for any damage caused.

ARTICLE 8 — SPECIFIC OBLIGATIONS OF PROFESSIONAL USERS

If you declare that you use the Loop-Park Platform to offer Services to Consumers for purposes within your trade, business, craft or profession ("Professional User"), the following additional terms apply to you:

8.1. As a Professional User, you undertake to offer on the Loop-Park Platform only Services that comply with the applicable rules of European Union law.

8.2. In order to meet mandatory legal requirements, you must provide Loop-Park with at least the following information (where applicable) to be able to offer Services as an Owner on the Loop-Park Platform:

- your name, address, telephone number and e-mail address;
- a copy of your identity document or any other means of electronic identification within the meaning of Article 3 of Regulation (EU) No 910/2014;
- the details of your payment account;
- the trade register in which you are registered and your registration number, or any equivalent means of identification in that register.

8.3. You will not be able to offer Owner Services on the Loop-Park Platform until Loop-Park has been able to assess the reliability and completeness of this information. We may ask you to provide additional documents, determined by us, to enable us to assess the reliability and completeness of your information.

8.4. You are responsible for the accuracy of the information provided and must keep it up to date at all times. If we obtain sufficient indications or otherwise have reason to believe that any information is inaccurate, incomplete or out of date, you will be asked to remedy the situation without delay. If you fail to update your information within the period we set, we may suspend your use of the Loop-Park Platform in accordance with Article 20 of the GTU.

ARTICLE 8 BIS — STATUS OF OWNERS

Each listing indicates whether the owner is acting as a private individual or as a professional. Where the owner is a private individual, the driver is informed of this before the reservation by the following statement: "Rental between private individuals, governed by the parking contract and Loop-Park's general terms and conditions. Consumer law does not apply to this contract."

ARTICLE 8 TER — SPACES LINKED TO A DWELLING

The Platform may not be used to make available to a driver a space rented together with a dwelling or as a supplement to a residential lease.

ARTICLE 9 — TRANSPARENCY OF RANKING

The main parameters determining the ranking of listings may include:

- location;
- availability;
- reliability history;
- cancellation rate;
- average rating.

Loop-Park does not guarantee any particular ranking.

ARTICLE 10 — DIGITAL SERVICES ACT (EU 2022/2065)

10.1. Loop-Park acts as an Online Platform within the meaning of Article 3(i) of Regulation (EU) 2022/2065 (DSA), in that it provides a hosting service which, at the request of its Users, stores and disseminates information to the public, and facilitates direct transactions between Owners and Drivers. Loop-Park is a micro-enterprise within the meaning of Commission Recommendation 2003/361/EC and benefits from the reduced obligations provided for by the DSA. All other obligations applicable to Online Platforms under the DSA apply in full from the launch date.

10.2. Loop-Park is not subject to any general obligation to monitor content published by Users.

10.3. Loop-Park designates the following point of contact for the authorities of the Member States and the European Commission:

- Point of contact for authorities: legal@loop-park.lu
- Accepted languages: French and English.

10.4. Anyone may report potentially illegal content to legal@loop-park.lu. The report must contain: a clear description of the content; the URL or identifier; the legal grounds relied upon; the contact details of the person making the report. Loop-Park will examine each report as soon as possible. If the content is manifestly illegal, it may be removed, suspended or restricted. The decision and the reasons for it will be notified to the user concerned.

10.5. Users may challenge any moderation decision by sending a complaint to legal@loop-park.lu. Loop-Park will process complaints within a reasonable time from receipt and will notify the User of its reasoned decision. These timeframes are given on a voluntary basis, in view of Loop-Park's current status as a micro-enterprise.

10.6. Loop-Park does not use any interface design, structure or incentive likely to distort or impair Users' ability to make free and informed decisions. The reservation confirmation process, the cancellation interface and the consent management screen are designed in compliance with the DSA.

10.7. Manifestly abusive reports may result in access restrictions.

ARTICLE 11 — FRAUD PREVENTION AND SECURITY

Loop-Park may implement:

- behavioural analysis;
- detection of repeated cancellations;
- automatic blocking in the event of suspicious activity;
- identity verification proportionate to the risk.

In the current version of the application: e-mail addresses are verified; self-declared information is collected; owners must activate a Stripe Connect account.

ARTICLE 12 — AUTOMATED DECISIONS

Certain decisions are automated within the Loop-Park application, in particular:

- the ranking of listings;
- the immediate confirmation of reservations for spaces that do not require the owner's approval;
- the automatic cancellation of a reservation request to which the owner has not responded within 24 hours;
- the automatic charging of the instalments of a monthly rental;
- the automatic termination of a monthly rental after 48 hours without settlement of a declined payment;
- the automatic calculation and application of deductions, refunds and transfers in the event of late cancellation; the detection of fraud and suspicious activity.

These automated decisions are taken on the basis of the necessity to perform the service contract (Article 22(2)(a) GDPR) or Loop-Park's legitimate interest in the security of the platform. The User may request a human review of any automated decision significantly affecting their account or rights by writing to legal@loop-park.lu, stating their name, account e-mail address and the decision concerned.

ARTICLE 13 — DATA PROTECTION

We process your personal data in accordance with our Privacy Policy, available in the application (Settings → Privacy) and at loop-park.lu/privacy.

ARTICLE 14 — RETENTION OF DATA AND EVIDENCE

Loop-Park may retain:

- connection logs;
- reservation histories;
- in-app communications;
- data required for DAC7 compliance;
- the version of the General Terms and Conditions accepted and the date and time of each acceptance (registration, Reservation, acceptance by the Owner);
- authorisations to charge instalments;
- any information useful for the defence of its rights.

Computer records, logs and log files kept by Loop-Park constitute evidence unless proven otherwise.

ARTICLE 15 — TAX COMPLIANCE (DAC7)

Loop-Park may collect and transmit to the competent tax authorities the information required by Directive (EU) 2021/514.

ARTICLE 16 — CONFIDENTIALITY

Unless otherwise provided in these general terms and conditions, each party undertakes towards the other to keep secret and not to disclose (except to its employees, advisers and service providers) any confidential information received from the other party through the Services.

ARTICLE 17 — INTELLECTUAL PROPERTY

17.1. All elements of the Loop-Park Application and Website, as well as any modifications and improvements thereto, are protected by intellectual property provisions, in particular copyright and the sui generis database right (Directive 96/9/EC), and are owned by or licensed to Loop-Park. The word mark LOOP-PARK is the subject of a European Union trade mark application filed with the EUIPO on 27 March 2026 (reference 019338451). Any unauthorised reproduction, representation, modification or exploitation is prohibited.

17.2. The User shall not: (i) copy, reproduce, alter, modify or create derivative works of the Service; (ii) license, sublicense, sell, resell, rent, lease, distribute, transfer, time-share, assign or resell the Service, or use the Service as a basis for unlawfully developing a competing solution (or contract with a third party for that purpose); or (iii) remove or alter any logos, trade marks, patent or copyright notices, confidentiality or proprietary notices, or any other notice or marking on or in the Service. The User shall use the Service in compliance with all applicable laws and regulations.

17.3. The User shall not: (i) sublicense their right to access and/or use the Service; (ii) allow any unauthorised person or third party to access or use the Service; (iii) use the Service to provide services to third parties; (iv) republish or redistribute any content or material from the Service; (v)

make any modification to the Service; (vi) circumvent (technical) measures or misuse the Service in any way in order to prevent or limit the payment of the parking charges and service fees due.

17.4. The User shall not authorise or encourage any third party to (i) use the Service to upload, transmit or otherwise disseminate any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses or is otherwise objectionable in Loop-Park's reasonable judgement; or (ii) use a robot, scraper, any other automated device or a manual process to monitor or copy any content of the Service.

17.5. If the User fails to comply with this clause, Loop-Park may hold the User liable and claim compensation for damage already suffered and/or future damage.

ARTICLE 18 — LIMITATION OF LIABILITY

18.1. If you choose to use the Website and the Services, you do so at your own risk. You acknowledge and agree that Loop-Park has no obligation to carry out background checks on Users.

18.2. Loop-Park is not liable for damage resulting from the fault or negligence of the User themselves, in particular where a User (i) makes technical errors when using the Services, (ii) has provided Loop-Park with incorrect information, (iii) has not correctly started or ended parking sessions, or (iv) makes incorrect use of the Services.

18.3. Loop-Park cannot be held liable for indirect damage, in particular loss of profit, operating loss, loss of opportunity, damage to reputation, financial loss or non-material damage.

18.4. In any event, Loop-Park's aggregate liability, for all causes combined, is limited to: (a) for Professional Users: five hundred euros (EUR 500) (notwithstanding any other agreement between us in which the liability provisions are governed by a separate agreement); (b) for Users acting as Consumers within the meaning of applicable law: the higher of (i) the total amount paid by the Consumer for the reservation giving rise to the claim, or (ii) EUR 100.

18.5. The Loop-Park Platform may contain links to third-party websites, applications, services or resources ("Third-Party Services") that are subject to different terms and privacy practices. Loop-Park is neither responsible nor liable for any aspect of such Third-Party Services, and links to them do not constitute an endorsement.

18.6. This limitation does not apply in the event of wilful misconduct, gross negligence or where applicable law imposes mandatory liability (in particular for injury to life, body or health).

18.7. Loop-Park does not guarantee continuous and uninterrupted availability of the application.

ARTICLE 19 — INDEMNITY

Users undertake to indemnify Loop-Park against any claim resulting from:

- a breach of these GTU;
- damage caused to a third party;
- a false declaration.

ARTICLE 20 — SUSPENSION, TERMINATION, BAN

20.1. The contract between you and Loop-Park reflected in the GTU remains in force until you or we terminate it in accordance with these GTU.

20.2. You may terminate this contract at any time by sending us an e-mail or by deleting your account. Loop-Park may terminate this contract for any reason by giving 30 days' notice by e-mail or using any other contact details you have provided for your account. From termination, you will no longer be able to use our Services or make Reservations through us. If, at the time we terminate this contract,

you have ongoing prepaid Reservations, you may be refunded in accordance with the Cancellation Policy. For an ongoing Monthly Rental, the days already used remain due and subsequent instalments are not charged.

20.3. Loop-Park may also suspend an account, restrict certain features, temporarily or permanently ban a User, immediately and without notice, and stop providing access to the Services if (i) you materially breach the GTU or violate applicable laws, or (ii) such a measure is necessary to protect the safety of persons or the property of Loop-Park, its Users or third parties (for example in the event of fraudulent behaviour by a User), or (iii) your account has been inactive for more than two years. Before any suspension or ban, and except in cases of manifest fraud or emergency, Loop-Park will notify the User and give them the opportunity to submit their observations. Any decision to suspend or ban will be accompanied by a statement of reasons and information on the available means of redress (Article 10.5 of the GTU).

ARTICLE 21 — FORCE MAJEURE

Neither party may be held liable in the event of an unforeseeable, irresistible and external event.

ARTICLE 22 — SEVERABILITY

If any clause of these GTU is declared null, invalid or unenforceable, the other clauses remain fully applicable. The clause concerned will be interpreted as closely as possible to the original intention.

ARTICLE 23 — NO WAIVER

Loop-Park's failure to invoke a breach shall not be interpreted as a waiver of its right to invoke it subsequently.

ARTICLE 24 — CONTRACTUAL LIMITATION PERIOD

Subject to mandatory provisions, any action by a Professional User against Loop-Park must be brought within one (1) year of the triggering event. This contractual limitation period does not apply to Users who qualify as consumers.

ARTICLE 25 — SURVIVAL

The following clauses survive termination and will continue to apply even if you stop using our Services or delete your account: limitation of liability; indemnity; tax obligations; data retention; applicable law; dispute resolution.

ARTICLE 26 — ASSIGNMENT

Loop-Park may assign all or part of its rights and obligations to any affiliated entity or in the event of a restructuring, merger or transfer of assets. The User may not assign their rights without prior written consent.

ARTICLE 27 — ELECTRONIC COMMUNICATIONS

The User agrees that contractual communications may be made electronically and that in-app notifications and e-mails have contractual value.

ARTICLE 28 — COMPLIANCE WITH INTERNATIONAL LAWS

Users undertake to comply with all applicable laws relating to: international sanctions; anti-money laundering; tax regulations. Loop-Park may suspend an account where there is a risk of violation.

ARTICLE 29 — APPLICABLE LAW AND JURISDICTION

29.1. The GTU are governed by and construed in accordance with Luxembourg law. If you are a Consumer residing elsewhere in the European Union, this choice of law is without prejudice to the applicable mandatory consumer law provisions of your country of residence, insofar as they offer you greater protection.

29.2. Any dispute arising from or in connection with these GTU will be submitted to the competent courts of Luxembourg, without prejudice to the right of appeal. In the event of a dispute involving a Professional, the Luxembourg courts have exclusive jurisdiction. If you are a Consumer in the European Union, including in Luxembourg, the courts of your place of residence will also have jurisdiction.

ARTICLE 30 — INDIVIDUAL HANDLING OF DISPUTES

To the extent permitted by applicable law, and only for Professional Users, any dispute will be handled individually. This provision does not apply to Users who qualify as consumers, who retain all their rights to collective action in accordance with Directive (EU) 2020/1828.

ARTICLE 31 — AMICABLE SETTLEMENT OF CONSUMER DISPUTES

In the event of a dispute with a Consumer, the User is invited to contact Loop-Park first at legal@loop-park.lu. Failing an amicable agreement:

- National consumer mediation service — Luxembourg: www.mediateurconsommation.lu
- For cross-border disputes within the EU: the European Consumer Centre (ECC network) of the consumer's country of residence
- European Consumer Centre Luxembourg: www.cecluxembourg.lu

ARTICLE 32 — SECURITY INCIDENTS

In the event of a serious incident affecting the safety or legality of a space, Loop-Park may: immediately suspend the listing; block reservations; cooperate with the competent authorities.

ARTICLE 33 — ADDITIONAL SERVICES

Services such as electric charging or cleaning are provided by independent third parties. Loop-Park does not control their performance, does not guarantee their technical compliance and assumes no liability relating to electrical installations.

ARTICLE 34 — UPDATES TO THE GTU

Loop-Park may amend the GTU from time to time by publishing a revised version. Material changes will be notified to Users with reasonable notice. For changes affecting processing based on consent under the Privacy Policy, new consent will be requested to the extent required. By continuing to use our Services, you confirm that you accept the updated GTU. The most recent version of the GTU will apply to your use of our Services. Each version bears a number and an effective date. Any material change is announced in the application before it takes effect. Reservations already concluded remain governed by the version accepted at the time they were concluded.

PART 2: GENERAL TERMS OF SALE (GTS)

ARTICLE 1 — PURPOSE

These GTS govern transactions carried out via the Loop-Park application between an Owner of a parking space and a Driver reserving that space. They apply to short-term reservations (by the hour, day or week) and to monthly rentals. Loop-Park acts exclusively as a technical intermediary and is not a party to the parking contract.

ARTICLE 2 — FORMATION OF THE CONTRACT

Each listing specifies its confirmation mode. With immediate confirmation, the reservation is confirmed as soon as the Driver has paid the amount due. The reservation constitutes a direct contract between the Owner and the Driver. Loop-Park is neither lessor, operator nor agent. The contract is formed at the time of immediate confirmation of the reservation or, for a Space subject to approval, at the time the Owner accepts the Reservation Request, subject to the successful charge of the amount due. The charging terms are set out in Article 6.

For a Space subject to approval, the Driver sends a Reservation Request and the amount is pre-authorised, without being charged. The Owner has a maximum of 24 hours to accept or decline it; this period is shorter when the start of the Reservation is closer. If the request is declined or there is no response within this period, the Request is cancelled and the Pre-authorisation released, without any charge. As long as the Owner has not accepted, the Driver may withdraw their Request free of charge.

ARTICLE 3 — COMPLIANCE OF PARKING SPACES

The Owner warrants that the space offered on the platform:

- is located on private property over which they hold the rights necessary to authorise its use;
- is accessible via a compliant vehicle access and does not require dangerous manoeuvres or manoeuvres contrary to traffic rules;
- has dimensions and access conditions compatible with parking a light vehicle, the usual dimensions of a standard space being approximately 2.50 m × 5.00 m;
- is not subject to any legal or contractual restriction preventing it from being made available (in particular co-ownership regulations, easements, planning rules or shared access).

The Owner is solely responsible for the compliance of the space offered and for making it available on the platform. Loop-Park acts exclusively as a technical intermediation platform and does not carry out any physical inspection of spaces. A Space may only be offered as a Monthly Rental if it is available 24 hours a day, 7 days a week for the entire duration of the rental. The Owner chooses the maximum duration of a Monthly Rental (1, 2 or 3 months).

ARTICLE 4 — PRICE AND DISPLAY

The price displayed before validation includes:

- the price set by the Owner;
- Loop-Park's service fees;
- applicable taxes.

The total price is communicated before confirmation. For a Monthly Rental, the amount of each Instalment, their dates and the total for the entire duration are also displayed.

The Owner is free to set the price of their space. Whatever rate the Owner sets, the minimum amount charged to the Driver is EUR 2.00 excluding taxes and service fees per reservation. If the price set by

the Owner results in an amount below this threshold, the price displayed to the Driver will automatically be raised to this minimum. This technical floor ensures the viability of payment transactions. The start and end times of a reservation are defined in 15-minute increments. Every reservation must follow these slots as displayed in the application.

ARTICLE 5 — SERVICE FEES

Loop-Park charges service fees payable by the Driver (Tenant), calculated on the price set by the Owner and added to it; their amount, including VAT, is displayed before any Reservation. These service fees constitute the remuneration for the intermediation service provided by Loop-Park. The Owner receives the full price they have set. The VAT applicable to the service fees is determined in accordance with Article 47 of Directive 2006/112/EC. The rate applied is the one in force in the country where the parking space is located, regardless of the User's country of residence. For the avoidance of doubt, the VAT applicable to Loop-Park's Service Fees is separate from any VAT or other tax that may apply to the provision of the Space by the Owner. The determination, declaration and payment of such taxes remain the sole responsibility of the Owner. The total amount displayed before payment validation includes:

- the price set by the Owner;
- Loop-Park's service fees;
- the VAT applicable to the service fees.

Payments are processed by Stripe Connect and the associated Stripe services. Any technical fees charged by Stripe are separate from Loop-Park's service fees. Any material change to the service fees will be notified in advance.

ARTICLE 6 — PAYMENT (PSD2) AND PRE-AUTHORISATION

Loop-Park acts as a technical platform using Stripe Connect. Payments are processed by Stripe Technology Europe Limited, a licensed institution. Loop-Park operates as a marketplace using a licensed payment service provider (Stripe) and does not itself provide payment services within the meaning of PSD2. Loop-Park:

- is not a payment institution;
- does not legally hold the funds;
- does not carry out any regulated payment service activity.

Accepted payment methods: Visa, Mastercard and American Express cards, Apple Pay, Google Pay, Link and Revolut Pay.

Charging and pre-authorisation

The amount due is charged:

- for a Space with immediate confirmation, at the time of the reservation, as soon as the payment is validated;
- for a Space subject to the Owner's approval, at the time the Reservation Request is accepted;
- for a Monthly Rental, upon confirmation or acceptance for the first Instalment, then on the scheduled date each month for subsequent Instalments.

For a Space subject to approval, when the Reservation Request is sent, Loop-Park registers a Pre-authorisation on the Driver's payment method through the provider Stripe. No amount is charged at this stage: the Pre-authorisation reserves the funds without collecting them. If the Owner declines the Request or does not respond within 24 hours, or if the Driver withdraws it before it is accepted, the Pre-authorisation is released without any charge.

The Driver is informed of the amount and of the charging schedule before confirming their reservation.

By reserving a Monthly Rental, the Driver authorises Loop-Park, through Stripe, to charge their payment method with the amount of each Instalment, on behalf of the Owner. They are informed by e-mail three days before each charge. If the Driver's payment method expires before the date of the last Instalment, Loop-Park may refuse the reservation and invite the Driver to use another payment method.

Loop-Park reserves the right to suspend or refuse a transaction in the event of suspected fraud or regulatory non-compliance.

Declined payment

If a charge is declined, the Driver is informed and has 48 hours to settle it; they retain access to the Space during this period. Failing this, the Monthly Rental ends automatically and the Driver vacates the Space; the unpaid days of occupation remain due. If the first charge fails, the period is 48 hours or, if shorter, until the start of the Reservation; failing settlement, the Reservation is cancelled.

ARTICLE 7 — PAYOUT TO THE OWNER

Provided that no dispute has been reported within 48 hours of the end of the reservation, the price set by the Owner for the reservation becomes payable to the Owner. For a Monthly Rental, each Instalment becomes payable to the Owner 48 hours after the end of the period it covers, subject to the same condition. Amounts payable are paid out to the Owner's bank account in grouped payouts, at regular intervals (at least once a month), in order to limit transaction costs. Details of amounts payable and upcoming can be viewed by the Owner in the application. Loop-Park may defer the release or payout of funds in the event of a challenge, a reported dispute or an overstay report, for the duration of the review of the situation.

ARTICLE 7 BIS — MONTHLY RENTAL

A Monthly Rental covers fixed dates, chosen by the Driver, for a period of one to three months within the limit set by the Owner. It does not renew automatically: on the end date, it ends without formality and no charge is made. The dates are binding on both parties: neither may end the rental before its term, except in cases of force majeure through a request to support. The Space is placed at the exclusive disposal of the Driver for the entire duration of the rental.

ARTICLE 7 TER — CONFIRMATION AND SUMMARY

After the Parking Contract has been formed, Loop-Park sends the Driver and the Owner a confirmation e-mail setting out the essential elements of the Reservation: contract number, duration, start date, total price and a link to the reservation details. This e-mail should be kept. The details of the Reservation remain available at all times in the Application.

ARTICLE 8 — CANCELLATION POLICY

1. General principle

A confirmed reservation constitutes a firm commitment between the Driver and the Owner. The Driver is charged in accordance with the terms set out in Article 6. A Reservation Request that has not yet been accepted does not bind the Driver.

2. Free cancellation periods

The free cancellation period depends on the total duration of the reservation.

Duration	Free cancellation until	Penalty after the deadline
Short — less than 24 h	1 hour before the start	100%
Medium — 1 to 7 days	12 hours before the start	30%

Long — more than 7 days	72 hours before the start	30%
Monthly Rental	72 hours before the start	30% of the first Instalment

For a Monthly Rental, the penalty is calculated on the first Instalment; for other Reservations, on the total amount.

3. Cancellation within the deadline — full refund

If the Driver cancels before the applicable deadline, they are refunded the full amount charged, and the space is immediately made available again.

Withdrawing a Reservation Request before it is accepted by the Owner is free of charge in all cases; the Pre-authorisation is released.

4. Late cancellation — fully automated processing

If the Driver cancels after the applicable deadline, the system automatically and without human intervention applies the following allocation:

- the Driver is refunded the residual amount (total amount − penalty);
- the Owner receives their rental share × applicable penalty rate, by transfer;
- Loop-Park retains its service fees, including VAT, × applicable penalty rate.

For a Monthly Rental, this allocation applies to the first Instalment.

Before confirming a late cancellation, the Driver sees the estimated amount of the penalty on screen and has two options:

- "Submit supporting documents" → redirection to the support form (force majeure, unforeseeable emergency);
- "Cancel anyway" → automatic penalty applied immediately.

5. Reservation already started

If the reservation has already started, online cancellation is not possible. The Driver is redirected to the support form. Once the reservation has started, the total amount remains due, except in cases of force majeure validated by support. For a Monthly Rental that has started, the remaining Instalments are due until the end date; if a force majeure request is validated, the days already used remain due and subsequent Instalments are not charged.

6. Cancellation by the Owner

The Owner cannot cancel a confirmed Reservation from the application, nor end a Monthly Rental before its term. In the event of a genuine and unforeseeable impossibility, the Owner contacts support via the dedicated form accessible from the reservation page in the application.

If a cancellation is validated by support before the start of the Reservation: the Driver is refunded in full, the reservation is cancelled immediately and the cancellation is recorded in the account history. If a cancellation is validated by support during the rental: the days already used remain due; the Driver is refunded for the remaining days of the paid period and subsequent Instalments are not charged.

Each cancellation affects the Owner's reliability score. In the event of repeated or abusive cancellations, Loop-Park may issue a warning, suspend the listing or permanently ban the account. Declining a Reservation Request does not affect the Owner's reliability score.

7. Force majeure

In the event of documented force majeure (serious illness, accident, disaster), the Driver or the Owner may submit supporting documents via support. After review, Loop-Park may decide on a full or partial refund, or to maintain the penalty.

8. Limitation of liability

Automated decisions may be subject to human review upon request sent to legal@loop-park.lu.

SIMPLIFIED TABLE

Situation	Applicable rule
Short reservation (< 24 h) — cancellation ≥ 1 h before	Free, full refund
Short reservation (< 24 h) — cancellation < 1 h before	100% penalty — automatic
Medium reservation (1–7 days) — cancellation ≥ 12 h before	Free, full refund
Medium reservation (1–7 days) — cancellation < 12 h before	30% penalty — automatic
Long reservation (> 7 days) — cancellation ≥ 72 h before	Free, full refund
Long reservation (> 7 days) — cancellation < 72 h before	30% penalty — automatic
Monthly Rental — cancellation ≥ 72 h before	Free, full refund
Monthly Rental — cancellation < 72 h before	30% penalty on the 1st Instalment — automatic
Reservation already started	Online cancellation not possible → support
Monthly Rental already started	Remaining Instalments due; force majeure via support
Request not yet accepted	Free withdrawal, no charge
Cancellation by the Owner	Via support form only
Repeated cancellations by the Owner	Warning, suspension or ban

ARTICLE 9 — RESERVATION OVERSTAY

9.1. General principle

The Driver must vacate the space at the exact end time of the reservation. Leaving the vehicle in place beyond this time constitutes:

- occupation without a reservation;
- a breach of the GTU.

Loop-Park relies on responsibility and trust between users. The same rules apply when the Driver does not vacate the Space at the end of a Monthly Rental, including where it ends following a declined payment.

9.2. Technical tolerance

In order to limit involuntary delays and minor situations, a technical tolerance of up to 15 minutes after the official end time of the reservation may be applied. This tolerance:

- does not constitute a contractual extension;
- does not guarantee the availability of the space;
- does not create any vested right;
- may be withdrawn in the event of repeated abuse.

Beyond this period, the space is considered occupied without a reservation.

9.3. Preventive reminder

In the current version of the Application:

- a notification is sent 15 minutes before the end of the reservation;
- no automatic extension is offered.

If the Driver anticipates an overstay, they must make a new reservation if the space is available.

9.4. Types of overstay

9.4.1 Overstay without impact on another user

An overstay is considered to have no impact where no actual harm is reported or demonstrated. In this case, Loop-Park may:

- issue a warning;
- record the incident in the account history;
- affect the internal reliability rating in the event of repetition.

In the current version of the Application:

- no automatic billing of additional time is applied;
- no systematic financial penalty is provided for.

Objective: to correct behaviour without contractual imbalance.

9.4.2 Overstay with impact on another user

An overstay is considered to have an impact where it results in particular in:

- the inability of a subsequent Driver to access the space;
- substantial inconvenience to the Owner;
- a proven blocking of access.

In this case, Loop-Park may, on a case-by-case basis:

- fully or partially refund the affected Driver;
- grant a goodwill gesture;
- issue a formal warning to the responsible Driver;
- temporarily suspend the account;
- in the event of a repeat offence, permanently ban the user.

In the current version of the Application, no automatic additional billing beyond the amount initially paid for the reservation is applied.

9.5. Reporting an overstay

In the event of a confirmed overstay:

- the Owner or the next Driver may contact support via the dedicated link in the application;
- supporting evidence may be requested (photo, time of arrival, message).

In the absence of sufficient evidence, the case may be closed without further action. Loop-Park retains discretionary power of assessment.

9.6. Action in the event of a vehicle not being moved

Loop-Park is not authorised to intervene physically on a vehicle. If a vehicle exceeds the reservation period and the Driver cannot be reached:

- the Owner must take appropriate measures in accordance with local law;
- in particular, contact the competent authorities if necessary.

Loop-Park cannot be held liable for:

- the removal of a vehicle;
- the costs incurred;
- the steps taken with the authorities.

9.7. Possible compensation of the Owner

In the event of a confirmed overstay that has caused actual harm to the Owner, Loop-Park may decide, on a case-by-case basis:

- to grant partial compensation;
- or to grant a goodwill gesture.

This compensation:

- is not automatic;
- is assessed according to the circumstances;
- may not exceed the amounts actually received for the reservation concerned.

9.8. Repeated abuse

In the event of repeated overstays, even without major harm, Loop-Park may:

- temporarily suspend the account;
- restrict access;
- permanently ban the user.

These measures are proportionate to the frequency and seriousness of the breaches.

9.9. Limitation of liability

Loop-Park cannot be held liable for:

- the direct or indirect consequences of an overstay between users;
- direct conflicts between Owner and Driver;
- decisions taken by public authorities.

ARTICLE 10 — RIGHT OF WITHDRAWAL

Where the Owner is a private individual, the Parking Contract does not give rise to a right of withdrawal, as consumer protection rules do not apply to contracts concluded between private individuals. With regard to the service provided by Loop-Park, the Driver expressly requests, by ticking the box provided before confirming their reservation, that it be processed without delay, and acknowledges waiving the withdrawal period (Article 16(a) of Directive 2011/83/EU). This exclusion only applies under the conditions provided for by applicable regulations. The Driver retains the benefit of the Cancellation Policy set out in Article 8 of these GTS.

ARTICLE 11 — DISPUTES BETWEEN USERS

Disputes between Owner and Driver must be settled directly between them. Loop-Park may offer optional technical mediation.

ARTICLE 12 — GENERAL PROVISIONS

The following articles of the GTU apply mutatis mutandis to the GTS:

- Article 12 — Automated decisions;
- Article 13 — Data protection;
- Article 14 — Retention of data and evidence;
- Article 15 — Tax compliance;
- Article 16 — Confidentiality;
- Article 17 — Intellectual property;
- Article 18 — Limitation of liability;
- Article 19 — Indemnity;
- Article 20 — Suspension, termination, ban;
- Article 21 — Force majeure;
- Article 22 — Severability;
- Article 23 — No waiver;
- Article 25 — Survival;

- Article 29 — Applicable law and jurisdiction.

ARTICLE 13 — UPDATES TO THE GTS

Loop-Park may amend the GTS from time to time by publishing a revised version. Material changes will be notified to Users with reasonable notice. For changes affecting processing based on consent under the Privacy Policy, new consent will be requested to the extent required. By continuing to use our Services, you confirm that you accept the updated GTS. The most recent version of the GTS will apply to your use of our Services. Each version bears a number and an effective date. Any material change is announced in the Application before it takes effect. Reservations already concluded remain governed by the version accepted at the time they were concluded.