Effective Date: January 25, 2022

Welcome to Gerald R Ford International Airport, GRR, website (the "Website"). These Terms and Conditions constitute a legal agreement between you and GRR relating to your access and use of the Website and the GRR parking facility (the "Facility"). BY ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, CONSENT TO, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE WEBSITE OR ANY SERVICES OFFERED BY GRR. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE WEBSITE'S PRIVACY POLICY, YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE WEBSITE. If you make a prepaid parking reservation through the Website, by clicking the checkbox next to the words "I accept the Terms and Conditions", you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions and you agree to comply with all laws. regulations, and GRR policies applicable to your use of the Website and Facility. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS. DO NOT CLICK THE CHECKBOX NEXT TO THE WORDS "I ACCEPT THE TERMS AND CONDITIONS". The material provided on this Website is protected by law, including but not limited to the United States copyright law and international treaties. The Website is controlled and operated by GRR from its offices within the United States. GRR makes no representation that materials in the Website are appropriate or available for use in other locations, and access to them from territories where their contents are illegal or otherwise regulated is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

- 1. Parking. In consideration of your payment to of a parking fee (the "Parking Fee") in the amount indicated on the Website, GRR agrees to make available to you one (1) vehicle parking space at the Facility, commencing at the check-in date and time that you designated on the Website when making such prepaid parking reservation (the "Designated Check-In Time") on the terms and conditions provided herein, but only if you arrive at the Facility to commence the use of such parking space during the two (2) hour period commencing at the Designated Check-In Time.
- 2. Payment of Prepaid Parking Reservation. You shall pay GRR a Parking Fee calculated by reference to the parking rates posted on the Website as of the day the prepaid parking reservation is made. As full and complete payment of the Parking Fee, you hereby authorize and direct GRR to process a charge, via one or more third-party processing agents, in the amount of the Parking Fee to the credit card in your name which you designated on the Website when making the associated reservation ("Designated Credit Card"), and you hereby represent to GRR that you are authorized to use such credit card for such purpose. The Parking Fee is non-refundable except in accordance with the cancellation policy set forth in Paragraph 3 below or the guarantee policy set forth in Paragraph 6 below. You authorize and direct GRR to process a charge to the Designated Credit Card upon submission for your prepaid parking reservation, in an amount then due to GRR. You acknowledge that you are responsible for all charges incurred on the Designated Credit Card via the Website and at the Facility.
- 3. **Cancellation Policy.** You may cancel your prepaid parking reservation by following the procedures described on the Website, provided that such cancellation is received by GRR by means of the Website eight (8) hours prior to the Designated Check-In Time. In the event of any such timely cancellation of a prepaid parking reservation, the Parking Fee (less the reservation fee) will be refunded to you in the form of a credit issued to the credit card that you used to make the reservation.

4. Grant of License.

- Use of the Website. Subject to these Terms and Conditions, GRR hereby grants you the
 right to access and use the Website solely for personal, non-commercial use, and only to
 review information relating the GRR services and make reservations for a prepaid parking
 space on the Facility.
- 2. Use of the Facility. Subject to these Terms and Conditions and any other terms and conditions to which you agree to when accessing or using the Facility, upon your arrival and check-in at the Facility at any time within the two (2) hour period commencing at the Designated Check-In Time, you shall be deemed to have been granted a license to park and lock one (1) vehicle in the applicable designated area of the Facility for a period commencing upon such arrival at the Facility (the "Actual Check-In Time"). The term of such license shall not exceed sixty (60) consecutive days following the Actual Check-In Time, unless a prepaid parking reservation has been made for a specified length of time exceeding sixty (60) consecutive days. In which case, the license term shall terminate sixty (60) days following the last day of the prepaid parking reservation. Only a license is granted hereby, and no lease, bailment or bailee custody is intended or shall be created. You acknowledge that GRR does not guard or assume the care, custody, or control of your vehicle or of its contents. If you leave a vehicle at the Facility for any amount of time exceeding the number of prepaid days, you agree to pay to GRR all fees, taxes, and other charges and costs that accrue during such additional days, and you hereby authorize and direct GRR to process and charge, including via a third-party processing agent, the credit card used by you at the time you made a prepaid parking reservation in the amount(s) due to GRR. You further acknowledge and agree that if your vehicle is left at the Facility for more than sixty (60) consecutive days after the Actual Check-In Time or otherwise after the date of expiration of a prepaid parking reservation, then such vehicle and its contents may be impounded at your expense and sold for expenses, storage fees and parking fees. No employee or other representative of GRR may modify or waive any of the terms of these Terms and Conditions of Use.
- 5. Prohibited Use. Use of the Website except as expressly permitted hereunder, is strictly prohibited. YOU ARE NOT PERMITTED TO USE THE WEBSITE, OR ANY INFORMATION, DATA, CONTENT OR OTHER MATERIALS MADE AVAILABLE AT OR ACCESSED VIA THE WEBSITE ("CONTENT") FOR ANY COMMERCIAL OR NON-PERSONAL PURPOSES. The limited license granted to you in Section 4 above shall terminate immediately in the event that you do any of the following ("Prohibited Conduct"):
 - 1. Duplicate, publish, modify, transmit, perform, reuse, re-post, display or otherwise distribute the Content, in whole or in part, for public or commercial purposes, or modify, translate, alter or create any derivative works thereof, unless specifically authorized in writing by GRR to do so.
 - 2. Frame, or assist third parties in framing, any of the web pages contained in the Website. Such framing is strictly prohibited under these Terms and Conditions.
 - 3. Use the Website or any services offered thereupon ("Products") to: (i) send unsolicited or unauthorized email, advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (ii) harvest, collect, gather or assemble information or data regarding other users, including email addresses; (iii) transmit through or post on the Products, unlawful, immoral, libelous, abusive, harassing, tortuous, defamatory,

threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (iv) transmit any material that may infringe the intellectual property rights or other proprietary rights of third parties, including trademark, copyright or right of publicity; (v) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs or cancel bots; (vi) interfere with or disrupt the integrity of any data or computer-based information or any servers or networks connected to the Products or violate the regulations, policies or procedures of such networks; (vii) attempt to gain unauthorized access to the Products, other accounts, computer systems or networks connected to the Products, through password mining or any other means; or, (viii) harass or interfere with another user's use and enjoyment of the Products.

- 4. Use any tradename, trademark, or brand name of GRR in metatags, keywords and/or hidden text.
- 5. Use the Website, the Content, and/or any portion thereof, in any manner that may give a false or misleading impression, attribution or statement as to GRR, or any third party.
- 6. **Guarantee Policy.** In the unlikely event that you arrive at the Facility within the two (2) hour period commencing at the Designated Check-In Time and no parking space is then available for your use, the Parking Fee will be refunded to you by the issuance of a credit to the credit card which you used to make the associated reservation.
- 7. Restrictions on Use of the Website. The copyright in all material provided on this Website is held by GRR or by the original creator of such material. Except as otherwise expressly stated herein, none of the material provided on this Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including without limitation electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of GRR or the copyright owner. Permission is granted to you to display, copy, distribute and download the materials on this Website for personal, non-commercial use only, provided that you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination of this permission, you must immediately destroy any downloaded and printed materials from this Website. You also may not, without SP+ | Global | IMS's permission, "mirror" any material contained on this Website or any other server accessed through this Website. Any unauthorized use of any material contained on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.
- 8. **Trademarks.** All trademarks, service marks, trade names, and logos used on this Website are proprietary to GRR or other respective owners that have granted GRR the right and license to use such trademarks, service marks, trade names, and logos, and are protected by U.S. and international trademark laws. These registered or unregistered trademarks, service marks, trade names, and logos include, without limitation, the following: "Gerald R Ford International Airport". No user of this Website is granted any rights to such trademarks, service marks, trade names, or logos.
- 9. Disclaimer of Warranties. You expressly agree that your use of this Website is at your sole risk. This Website may include links and pointers to Internet websites maintained by third parties, and neither GRR nor any of its affiliates operates or controls any information, products or services available on these third party websites. Accordingly, the materials on this Website and on such third party websites are provided on an "as is" basis without warranties of any kind, whether

- express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement. Specifically, neither GRR, its affiliates, nor any of their respective employees, agents, third party content providers or licensors warrant that this Website or any such third party website will be uninterrupted or error-free, that the use of this Website or any such third party website will allow you to obtain any particular results whatsoever, or that any information, service or merchandise provided through this Website or any such third party website is accurate, reliable or of any particular value or quality.
- 10. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF ANY PARTY, SHALL GRR OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES AS A RESULT OF THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE, ANY MATERIALS ACCESSIBLE ON OR THROUGH THIS WEBSITE, OR THE FACILITY, EVEN IF SP+ | Global | IMS OR AN AUTHORIZED REPRESENTATIVE OF GRR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THE GUARANTEE POLICY SET FORTH IN PARAGRAPH 6 ABOVE, GRR AND ITS AFFILIATES ARE NOT LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER ARISING FROM ANY INABILITY OR FAILURE TO HONOR ANY PREPAID PARKING RESERVATION, OR FROM ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THIS WEBSITE. IF YOU ARE DISSATISFIED WITH ANY OF SP+ | Global | IMS'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS WEBSITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- 11. Miscellaneous Provisions. GRR reserves the right to change these Terms and Conditions of Use at any time without notice. These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of law. If any provision hereof shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions of Use, and shall not affect the validity and enforceability of any remaining provisions hereof. The rights to use this Website granted to you hereunder are personal to you and are not subject to transfer or assignment. Any claim relating to this Website or its use shall be subject to the exclusive jurisdiction of the federal and state courts located in Texas, and by your use of this Website you submit yourself to the personal jurisdiction of such courts.