

Terms of Service

Effective August 13, 2026

PLEASE READ THESE TERMS CAREFULLY BEFORE USING 2UPARK. THEY INCLUDE A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTION 15 THAT AFFECT HOW LEGAL DISPUTES BETWEEN YOU AND 2UPARK ARE RESOLVED, INCLUDING A LIMITED RIGHT TO OPT OUT DESCRIBED IN SECTION 15.8. BY CREATING AN ACCOUNT, BROADCASTING A SPOT, OR CLAIMING A SPOT, YOU CONFIRM YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS.

1. Agreement to These Terms

These Terms of Service ("Terms") are a binding legal agreement between you and 2UPark ("2UPark," "we," "us," or "our") governing your access to and use of the 2UPark mobile application, website, and related services (collectively, the "Services"). These Terms, together with our Privacy Policy and any policies or guidelines referenced in or linked from these Terms (collectively, the "Supplemental Terms"), form the entire agreement between you and 2UPark regarding the Services.

If you do not agree to these Terms, you may not access or use the Services. Your continued use of the Services after any update to these Terms constitutes your acceptance of the updated Terms, as described in Section 16.

2. About 2UPark

2UPark operates a peer-to-peer marketplace platform that connects drivers looking for parking ("Drivers") with individuals who are about to vacate a parking space ("Hosts"). 2UPark facilitates the discovery, coordination, and payment for these handoffs, but is not a party to the underlying arrangement between a Host and a Driver regarding any specific parking space, and does not own, lease, control, inspect, or guarantee the legality, safety, or availability of any parking space listed or claimed on the platform. Hosts and Drivers are independent users of the Services and are not employees, partners, joint venturers, franchisees, or agents of 2UPark, and 2UPark is not their agent, in any capacity.

3. Eligibility and Account Registration

3.1 Minimum Age

You must be at least 18 years of age to create an account and use 2UPark. 2UPark is not directed to, and may not knowingly be used by, anyone under 18. By using the Services, you represent and warrant that you are at least 18 years old.

3.2 Accuracy of Information

You agree that all information you provide to 2UPark, including your name, contact information, payment information, and vehicle information, is accurate, current, and complete, and you agree to keep it updated. You are responsible for all activity that occurs under your account.

3.3 One Account Per Person

You may register and maintain only one 2UPark account. You may not create an account on behalf of another person without authorization, transfer or sell your account, or share your account credentials with any other person. 2UPark reserves the right to remove duplicate accounts.

3.4 Identity Verification

To access certain features, including the ability to receive cashouts as a Host, you must complete identity verification ("KYC") through our third-party provider, Stripe Identity. Broadcasting a spot and claiming a spot do not require completed KYC; converting earned Park Coins to real currency does. You may be asked to provide a government-issued identification document and a live photo for this purpose. 2UPark does not store the raw images of your identification documents; they are processed and retained by Stripe Identity in accordance with its own privacy practices.

3.5 Prior Bans

You may not register for or use the Services if you have previously been banned or restricted from the platform, except where that restriction has been lifted following review.

4. The 2UPark Platform

4.1 Broadcasting a Spot

A Host may broadcast their intention to vacate a parking space ("Broadcast") by specifying their current or a previously used location, an estimated departure time, and accepting the price calculated by the platform. A Host's precise location is not shared publicly; nearby Drivers see an approximate location until a spot is claimed. A Host may cancel an active Broadcast that has not been claimed at any time.

4.2 Claiming a Spot

A Driver may claim an available Broadcast by paying the listed price through the app, either for immediate pickup or, where offered, for a scheduled future arrival time. When a Driver selects a future arrival time, 2UPark may use live traffic data to determine whether a given spot is realistically reachable within the Driver's stated timeframe and may decline to show or allow the claiming of a spot it determines is not reachable in time. This determination is provided as a convenience and is not a guarantee of actual travel time or road conditions.

4.3 The Handoff

Once a spot is claimed, the Host and Driver complete a real-time "handoff" coordinated through the app. This includes real-time location sharing between the two parties, in-app safety reporting tools, and an automated or manually triggered completion process. When a Driver arrives and is ready to take possession of the spot, the Driver may indicate this in the app, which starts a countdown, calculated using live traffic conditions near the spot, during which the Host is expected to vacate. The handoff is considered complete, and payment is released to the Host, when this countdown ends or when either party manually confirms completion, whichever occurs first.

Separately, if a Driver does not release a spot within a reasonable window after arriving, or a Host does not vacate within a reasonable window after the Driver releases it, 2UPark may treat this as a fault under Section 7 and apply a fixed adjustment between the parties' Park Coin balances, in addition to any other resolution under Section 7.

4.4 Park Coins (PC)

2UPark uses an internal virtual currency called Park Coins ("PC") to facilitate transactions on the platform. PC is a stored-value credit usable only within the 2UPark platform. PC is not legal tender, is not redeemable for cash except through the cashout process described in Section 5, is not a security, deposit, or investment, is not insured by the FDIC or any government agency, and does not earn interest. Drivers purchase or earn PC to pay for spots; Hosts earn PC when handoffs are completed. Promotional, bonus, or credit-based PC issued by 2UPark (for example, a welcome bonus) may be spent on the platform but is not eligible for conversion to cash under Section 5.

4.5 Pricing

2UPark uses an automated system to suggest and calculate prices for Broadcasts, taking into account factors that may include location, time of day, current demand in the area, and other marketplace conditions. Prices, including any surge or demand-based adjustments, are displayed to you before you broadcast or claim a spot. 2UPark charges a platform fee on each completed transaction, deducted from the amount paid by the Driver before the remainder is credited to the Host; current fee rates are displayed in the app at the time of each transaction and may be reduced or waived in the specific circumstances described in Section 7.

4.6 Ratings

After a handoff, Hosts and Drivers may rate each other. Ratings and aggregate rating history are visible to other users of the platform and may be used by 2UPark, including as an input to the automated systems described in Section 7. You agree not to manipulate, coordinate, extort, or threaten to withhold a rating in exchange for any benefit.

5. Payments and Payouts

5.1 Driver Payments

Drivers may purchase Park Coins using a valid credit or debit card processed through our payment processor, Stripe, or by using previously earned or purchased PC. By adding a payment method, you authorize 2UPark to charge that payment method for purchases you initiate and, if you enable it, for automatic top-ups. All sales of PC are final and non-refundable except as required by applicable law or as described in Section 7.

5.2 Host Cashouts

Hosts may withdraw earned, non-promotional PC as real currency through supported payout methods, including bank transfer via Stripe Connect, PayPal, or Venmo. Cashouts require completed identity verification and are subject to minimum and maximum amounts, a limit on how much may be withdrawn within a given period, and additional identity verification for high-value or high-frequency cashouts, each as displayed in the app and subject to change. Hosts are solely responsible for determining, reporting, and paying any taxes owed on earnings received through 2UPark, and 2UPark may issue tax reporting documents where required by law.

5.3 Chargebacks

If you believe a charge to your payment method was made in error, you agree to first contact 2UPark using the information in Section 18 before disputing the charge with your card issuer or bank ("chargeback"). Initiating a chargeback for a charge that was authorized and accurately reflects your use of the Services is a violation of these Terms. 2UPark may pause a user's ability to receive cashouts while a chargeback associated with that user's account is under review, and repeated or fraudulent chargebacks may result in account restriction or

termination under Section 14.

5.4 Payout Holds

In addition to Section 5.3, 2UPark may temporarily pause a user's ability to receive cashouts if the account is under review for a suspected policy violation or as necessary to investigate a report made under Section 7. A hold is not a determination that any user did anything wrong, and 2UPark will make reasonable efforts to resolve holds promptly following review.

5.5 No Guarantee of Value

2UPark does not guarantee that PC will retain any particular value, that any specific cashout method will remain available, or that cashout processing times will meet any particular timeframe, as these may depend on third-party payment providers outside 2UPark's control.

6. Location Sharing and Safety Tools

Use of the Services requires sharing your location with 2UPark and, during an active handoff, with your counterpart, as described in our Privacy Policy. The Services include in-app tools intended to help you report a safety concern during a handoff. These tools are provided to help you access help; they do not replace contacting emergency services directly if you are in immediate danger. 2UPark is not a security or emergency response provider.

7. Reports, Disputes, and Account Standing

7.1 Reporting a Problem

If a handoff does not go as expected, either party may file a report through the app, selecting from categories that may include the spot being unavailable or inaccessible, a vehicle not fitting the space, the other party not showing up, or a safety concern. Reports must be filed within the timeframe indicated in the app and made in good faith; you agree not to file a report you know to be false or exaggerated.

7.2 How Reports Are Resolved

Reports are resolved under one or more of the following approaches, at 2UPark's discretion:

(a) **Automated resolution.** Many reports are resolved automatically using a fault-determination system that applies a consistent policy based on the category selected, which party reported it, and objective data associated with the handoff, such as GPS and timestamp records. Depending on the category and the system's determination, the outcome may be a full refund to the Driver, payment to the Host, a division of the amount between both parties, or a determination that neither party is at fault. Reports involving personal safety are, as a matter of policy, refunded to the Driver in full with 2UPark's platform fee waived, regardless of the automated system's fault determination.

(b) **AI-assisted resolution.** Where the automated system in (a) cannot confidently determine an outcome — for example, because the report was filed under an open-ended category — 2UPark may use an artificial intelligence system to review the available evidence, which may include the description provided by the reporting party, GPS and timestamp data, and both parties' rating and prior report history, and to determine a resolution, including the amount, if any, refunded or paid to each party. AI-assisted decisions under this subsection may result in funds moving without a 2UPark employee reviewing that specific decision

beforehand. 2UPark retains a record of the reasoning behind each AI-assisted decision and periodically reviews these records. If you believe an AI-assisted decision affecting your account was incorrect, you may contact us using the information in Section 18, and we will review it.

(c) **Manual resolution.** 2UPark personnel may resolve a report directly, including where a report is escalated from (a) or (b).

You acknowledge and agree that any resolution reached under this Section 7.2 may result in a partial or full loss of PC paid or earned in connection with a handoff, that 2UPark's determination of fault is based on the information reasonably available to it at the time of the decision, and that such a determination is a platform policy decision, not a legal or factual finding regarding any user's conduct, and is not admissible as such in any proceeding between users.

7.3 Report Frequency and Fraud Prevention

2UPark monitors patterns including how frequently an account files reports and how frequently reports are filed against an account, to protect the reporting system from abuse and to protect users from repeat problematic conduct. An account that files reports at an unusually high frequency within a given period may have some or all future reports routed to manual or AI-assisted review under Section 7.2(b) or (c) instead of automatic resolution under Section 7.2(a), regardless of the reason given.

7.4 Account Standing and Restrictions

An account that is repeatedly the subject of reports filed against it by other users — particularly reports involving personal safety — may have some or all of the following consequences applied, at 2UPark's discretion and based on the severity and pattern of reports: (a) future disputes involving that account are routed to manual or AI-assisted review rather than automatic resolution regardless of category; or (b) the account is temporarily restricted from broadcasting new spots, claiming spots, or both, pending further review. A restriction under this section is a temporary platform measure, not a determination of legal liability, and may be lifted following review. If your account is restricted, you may contact us using the information in Section 18 for more information or to request review.

7.5 Restrictions Survive Deletion Requests

If your account is restricted under Section 7.4, or is otherwise under investigation for suspected fraud or a safety-related report, 2UPark may retain the data reasonably necessary to maintain that restriction and to prevent the creation of a new account to evade it, even after you submit an account deletion request, as described further in our Privacy Policy.

8. Conduct

Both Hosts and Drivers agree to conduct handoffs safely, lawfully, and in good faith. In addition to any other requirement in these Terms, you agree that you will not:

- (a) broadcast or claim a parking space you do not have lawful access to or authority to use or vacate;
- (b) engage in a fraudulent handoff, including by coordinating with another account, using GPS spoofing or location falsification, or fabricating a handoff to generate PC or payouts;
- (c) harass, threaten, stalk, discriminate against, or endanger another user, or use information obtained through a handoff (including location or vehicle information) for any purpose outside the scope of that handoff;

- (d) file a false, exaggerated, or bad-faith report, or attempt to manipulate the systems described in Section 7;
- (e) use another person's payment method, account, or vehicle information without authorization;
- (f) create multiple accounts, use the Services to develop a competing product, or use automated means (including bots or scripts) to access or interact with the Services;
- (g) reverse engineer, decompile, or attempt to extract the source code of the application, or interfere with, disrupt, or attempt to circumvent any security, rate-limiting, or automated decision-making system described in these Terms;
- (h) impersonate another person or misrepresent your affiliation with any person or entity; or
- (i) use the Services for any unlawful purpose, or in a manner that violates any applicable local, state, or federal law.

You agree to cooperate with 2UPark's investigation of any incident, report, or dispute involving your account, and acknowledge that 2UPark may investigate suspected violations of this Section using information available to it, including the data described in our Privacy Policy.

9. Intellectual Property

9.1 2UPark's Property

The Services, including all software, design, text, graphics, logos, and the "2UPark" name and marks, are owned by 2UPark or its licensors and are protected by intellectual property laws. These Terms do not grant you any right, title, or interest in the Services except for the limited license below.

9.2 License to You

Subject to your compliance with these Terms, 2UPark grants you a limited, non-exclusive, non-transferable, revocable license to access and use the application on a personal device solely for your own non-commercial use of the Services. You may not sublicense, sell, rent, or otherwise transfer this license, or use 2UPark's name, logo, or marks without prior written permission, except as incidental to your ordinary use of the Services as intended.

9.3 Your Content

You retain ownership of any content you submit through the Services, including ratings, report descriptions, and profile information ("User Content"). By submitting User Content, you grant 2UPark a worldwide, royalty-free, sublicensable license to use, reproduce, and display that content to operate, provide, and improve the Services, including displaying your rating and display name to other users during a handoff.

10. Third-Party Services

The Services rely on and integrate with third-party providers, including Stripe (payments, payouts, and identity verification), Mapbox and Google (mapping, routing, and traffic data), Apple and Google (sign-in and app distribution), and others. Your use of these integrated services may be subject to those providers' own terms and privacy practices, in addition to these Terms. 2UPark is not responsible for the availability, accuracy, or performance of any third-party service, and a disruption to a third-party service may affect your ability to use the Services.

If you downloaded the application from the Apple App Store or Google Play Store, you acknowledge that your use is also subject to that store's standard terms, and that the applicable store, not 2UPark, is responsible for providing any maintenance or support services required for the application under applicable law, except as otherwise required by that store's terms.

11. Communications

By creating an account, you consent to receive communications from 2UPark related to your account and use of the Services, including by email, push notification, and text message, at the contact information associated with your account. These communications may include transactional messages (such as handoff confirmations, one-time verification codes, and payment receipts) and, where you have not opted out, promotional messages. You may opt out of non-essential communications through your account settings or, for text messages, by replying "STOP." Opting out of certain communications, including one-time verification codes used for sign-in, may limit your ability to use the Services. Message and data rates from your mobile carrier may apply.

12. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. 2UPARK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE, OR THAT ANY DEFECT WILL BE CORRECTED.

2UPARK IS NOT RESPONSIBLE FOR THE ACTIONS, CONDUCT, STATEMENTS, OR OMISSIONS OF ANY HOST OR DRIVER, THE LEGALITY, SAFETY, CONDITION, OR ACCESSIBILITY OF ANY PARKING SPACE, OR ANY DAMAGE, THEFT, PERSONAL INJURY, OR DEATH ARISING OUT OF OR IN CONNECTION WITH A HANDOFF OR YOUR USE OF THE SERVICES. YOU ACKNOWLEDGE THAT HOSTS AND DRIVERS ARE INDEPENDENT USERS AND ARE NOT AGENTS, REPRESENTATIVES, OR EMPLOYEES OF 2UPARK, AND 2UPARK DOES NOT SCREEN, BACKGROUND-CHECK, OR OTHERWISE VET USERS BEYOND THE IDENTITY VERIFICATION DESCRIBED IN SECTION 3.4.

2UPARK MAKES NO REPRESENTATION OR WARRANTY THAT IT MAINTAINS ANY INSURANCE POLICY COVERING YOUR VEHICLE, YOUR PARKING SPACE, OR ANY INCIDENT OCCURRING DURING A HANDOFF, AND IS NOT REQUIRED TO PROCURE OR MAINTAIN ANY SUCH INSURANCE UNLESS EXPRESSLY REQUIRED BY LAW. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING ANY INSURANCE COVERAGE YOU BELIEVE IS APPROPRIATE FOR YOUR VEHICLE AND YOUR USE OF THE SERVICES.

2UPARK'S USE OF AUTOMATED SYSTEMS AND ARTIFICIAL INTELLIGENCE TO CALCULATE PRICING, TRAFFIC AND TIMING ESTIMATES, RATING-BASED SIGNALS, OR DISPUTE OUTCOMES REFLECTS AN EFFORT TO PROVIDE A CONSISTENT AND EFFICIENT EXPERIENCE AND DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ACCURACY, FAIRNESS, AVAILABILITY, OR ANY PARTICULAR OUTCOME.

The foregoing disclaimers do not purport to limit any rights you may have as a consumer that cannot be excluded under applicable law.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 2UPARK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST DATA, LOSS OF GOODWILL, OR PERSONAL INJURY, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICES, ANY TRANSACTION OR INTERACTION BETWEEN YOU AND ANOTHER USER, OR ANY CONTENT OR CONDUCT OF ANY THIRD PARTY, REGARDLESS OF THE LEGAL THEORY ASSERTED, EVEN IF 2UPARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 2UPARK'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID TO 2UPARK IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) \$100 USD.

NOTHING IN THIS SECTION IS INTENDED TO LIMIT LIABILITY FOR 2UPARK'S OWN FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, OR FOR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, IN WHICH CASE 2UPARK'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. Indemnification

You agree to defend, indemnify, and hold harmless 2UPark and its officers, employees, contractors, and affiliates from and against any claim, demand, loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of or relating to: (a) your access to or use of the Services; (b) your violation of these Terms; (c) your violation of any applicable law or the rights of any third party; (d) any User Content you submit; or (e) any handoff, dispute, report, or incident involving your account. 2UPark reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with 2UPark's defense of such claims.

15. Dispute Resolution and Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU AND 2UPARK TO ARBITRATE MOST DISPUTES ON AN INDIVIDUAL BASIS AND AFFECTS YOUR RIGHT TO A COURT PROCEEDING OR JURY TRIAL.

15.1 Agreement to Arbitrate

You and 2UPark agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Services, or your relationship with 2UPark (a "Claim") will be resolved by binding individual arbitration, rather than in court, except as set out in Section 15.4. This includes Claims arising before or after you agreed to these Terms, and Claims that are currently the subject of purported class action litigation to which you are not a party. This Arbitration Agreement survives the termination of your relationship with 2UPark.

15.2 Waiver of Jury Trial

YOU AND 2UPARK EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

15.3 Class Action and Representative Action Waiver

You and 2UPark agree that any arbitration or Claim will be conducted only on an individual basis and not as a class, collective, coordinated, consolidated, or representative action, and that an arbitrator has no authority to conduct any such proceeding or to award relief to anyone other than the individual party bringing the Claim. If a court determines that this Section 15.3 is unenforceable as to a particular Claim, that Claim (and only that Claim) may proceed in court, and all other Claims remain subject to arbitration.

15.4 Exceptions to Arbitration

Notwithstanding Section 15.1, the following Claims are not subject to arbitration and may be brought in a court of competent jurisdiction on an individual basis only: (a) Claims of sexual assault or sexual harassment occurring in connection with your use of the Services; (b) individual Claims in small claims court, so long as the matter remains in that court and proceeds only on an individual basis; and (c) Claims for injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights.

15.5 Informal Resolution First

Before filing an arbitration demand, you and 2UPark agree to first attempt in good faith to resolve the Claim informally by providing written notice to the other party describing the Claim and the relief sought, using the contact information in Section 18. The parties agree to negotiate in good faith for at least 60 days following such notice before initiating arbitration. This informal process is a condition that must be satisfied before arbitration may be commenced.

15.6 Arbitration Procedure

If the Claim is not resolved within the period described in Section 15.5, either party may initiate binding arbitration administered by a mutually agreed neutral arbitration provider, or, if the parties cannot agree, a provider appointed by a court of competent jurisdiction, under that provider's rules then in effect. The arbitration will be conducted by a single arbitrator and will take place in the county where you reside, unless the parties agree otherwise. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

15.7 Fees

Payment of arbitration filing, administrative, and arbitrator fees will be governed by the applicable arbitration provider's rules. Where permitted by those rules, 2UPark will pay costs that would not otherwise be incurred if the Claim had been brought in court, such as arbitrator fees, for any Claim you bring in good faith.

15.8 Right to Opt Out

You may opt out of this Arbitration Agreement by sending written notice to 2UPark at the email address in Section 18 within 30 days of the date you first agreed to these Terms, stating that you decline to be bound by the Arbitration Agreement in Section 15. If you opt out, only this Arbitration Agreement will be unenforceable against you; the remainder of these Terms will continue to apply, and any Claim between you and 2UPark will be resolved as described in Section 17.

15.9 Severability of This Section

If any part of this Section 15, other than Section 15.3, is found to be unenforceable, the remainder of this Section 15 will remain in effect. If Section 15.3 is found unenforceable as applied to a particular Claim seeking class, collective, or representative relief, that Claim must be brought in a court of competent jurisdiction and severed from any Claims that must be arbitrated on an individual basis, which will proceed in arbitration.

16. Modifications to These Terms

2UPark may update these Terms from time to time to reflect changes to the Services, legal requirements, or our practices. If we make a material change, we will provide notice through the app, by email, or by other reasonable means before the change takes effect. Your continued use of the Services after the effective date of an updated version constitutes your acceptance of that version. If you do not agree to an update, your only recourse is to stop using the Services and, if you wish, delete your account.

17. Termination

You may stop using the Services and request deletion of your account at any time, either through the app or, on Android, through a web-based form at 2upark.com/delete-account, subject to the data retention practices described in our Privacy Policy. 2UPark may suspend or terminate your account or access to all or part of the Services at any time, with or without notice, for conduct that 2UPark believes violates these Terms, poses a risk to the safety of other users, is fraudulent or deceptive, or as otherwise permitted by law.

Termination does not relieve you of any payment obligation incurred before termination, and does not entitle you to a refund of PC except as required by law or as described in Section 7. Sections 4.4, 5, 7, 8, 9, 12, 13, 14, 15, and 18, along with any other provision that by its nature should survive, will survive termination of your account or these Terms.

18. General Provisions

Governing Law. These Terms are governed by the laws of the State of Delaware, without regard to its conflict of law principles, except that the Federal Arbitration Act governs Section 15.

Forum. Except for a Claim subject to arbitration under Section 15, or excepted from arbitration under Section 15.4 or opted out under Section 15.8, any Claim shall be brought exclusively in the state or federal courts located in Delaware, and you consent to the personal jurisdiction of those courts.

Force Majeure. 2UPark is not liable for any failure or delay in performance resulting from causes beyond its reasonable control, including acts of God, natural disaster, war, terrorism, labor disputes, internet or telecommunications failures, or the failure or unavailability of a third-party service described in Section 10.

Relationship of the Parties. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and 2UPark, or between you and any other user.

Assignment. You may not assign or transfer these Terms or any rights under them without 2UPark's prior written consent. 2UPark may assign these Terms without restriction, including in connection with a merger, acquisition, reorganization, or sale of assets.

Severability. If any provision of these Terms, other than as specified in Section 15.9, is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

No Waiver. 2UPark's failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision unless acknowledged in writing.

Headings. Section headings are for convenience only and do not affect the interpretation of these Terms.

Electronic Communications. You consent to receive communications and agreements from 2UPark electronically, and agree that any notice, agreement, disclosure, or other communication that 2UPark provides electronically satisfies any legal requirement that such communication be in writing.

Entire Agreement. These Terms, together with our Privacy Policy and any Supplemental Terms, constitute the entire agreement between you and 2UPark regarding the Services and supersede any prior agreements regarding the same subject matter.

Notices. 2UPark may provide notice to you through the app, by email to the address on your account, or by text message to the phone number on your account. You may give notice to 2UPark, or contact us with any question about these Terms, at: legal@2upark.com