

# Terms

Central Parking Services, a division of Building Control solutions India (P) Ltd, also referred to as CPS, through "parking4sure.com", provides its services to you subject to the notices, terms, and conditions set forth in this agreement (the "Agreement").

The term "Sites" referred to in this agreement denotes our websites, mobile application sites, Email, SMS, Text and other mode of interaction or property of CPS. In addition, when you register on this site/use any of the CPS service you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Agreement by this reference.

CPS reserves the right to change this website and these terms and conditions at any time. CPS retains the right to deny access to anyone who we believe has violated any of these Terms of Use. If you are under 18, you may use Parkingforsure.com only with involvement of a parent or guardian. ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING  
Contents Posted on the Site.

You are responsible for any notes, messages, e-mails, postings, reviews, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Sites (collectively, "Content"). Such Content will become the property of CPS.

CPS shall be entitled to, consistent with our Privacy Policy, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Content you provide. You agree that any Content you post may be used by Parking4sure.com, consistent with our Privacy Policy and Rules of Conduct on Site as mentioned herein, and you are not entitled to any payment or other compensation for such use.

## Basic Terms

### Car Owners

- Car owners are requested to use the site as a comprehensive solution for parking
- Registration with CPS can also be done through CPS Website [www.parking4sure.com](http://www.parking4sure.com)
- Search for parking information can be done on the website or using CPS mobile applications
- Browse the parking listings near the desired location
- Online Booking of parking is applicable wherever parking providers have enabled them
- Booking confirmation email and sms will be sent whenever there is an online booking made. Note that sometimes emails can be in spam/junk folder as well.
- You will be present with Advertisements while browsing and emails with deals and offers will be emailed along with booking confirmations.
- Check with the businesses for the validity of those deals and offers before exercising. CPS has no control of such deals.
- Sharing of the deals with the family and friends is at your sole discretion.
- Deciding to park at a Parking location is at the sole discretion of you and your own informed decision. Note that the decision made based on the Ratings and reviews are community generated and CPS does not guarantee the authenticity of such comments.
- Booking is subject to availability of parking space and successful processing of payment made.
- Sharing of booking information to anyone will be at your sole risk.

## Rules of Conduct On Site

- You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.
- CPS may review, edit, reject, refuse to post and/or delete any Content that in the sole judgment of CPS violate these Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of another person.
- Any information provided by you on this site shall not be misleading in any way. Any and all claims/issues related to the content you provided will be your sole responsibility.
- You may not post or transmit Content, (even if made in a joking, sarcastic or unintended manner), if it in any way:
  - is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - harasses or advocates harassment of another person;
  - involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming";
  - promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
  - infringes upon or violates any third party's rights [(including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
  - promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
  - contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
  - provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
  - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - contains video, photographs, or images of any person age 18 or older without his or her express written consent and permission or those of any minor (regardless of whether you have consent from the minor or his or her legal guardian).
  - tries to gain unauthorized access or exceeds the scope of authorized access (as defined herein and in other applicable Codes of Conduct or End User Access and License Agreements) to the Sites or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Sites or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
  - engages in commercial activities and/or sales without CPS's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" items related to the Sites. Throughout this Terms of Use, CPS 's "prior written consent" means a communication coming from CPS's legal department, specifically in response to your request, and specifically addressing the activity or conduct for which you seek authorization;
  - solicits gambling or engages in any gambling activity which CPS, in its sole discretion, believes is or could be construed as being illegal;
  - contains viruses, time bombs, trojan horses, cancelbots, worms or other harmful or deleterious components or devices;

- interferes with another user's use and enjoyment of the Sites or any other individual's user and enjoyment of similar services; or
  - refers to any website or URL that, in the sole discretion of Parking4sure.com, contains material that is inappropriate for the Sites, contains content that would be prohibited on the Sites, or violates the letter or spirit of these Terms of Use.
- You must use the Sites in a manner consistent with any and all applicable laws and regulations governing your locality/city/state/country. Illegal and/or unauthorized uses of the Sites, including without limitation, collecting usernames and/or email addresses of registered members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Sites, are not permitted. This includes the unauthorized interception of the data stream coming from or going into the Sites, as well as attempting to gain unauthorized access to the Sites or exceeding your authorized access.
- You may not engage in advertising to, or solicitation of, other users through the Sites to buy or sell any products or services, including, but not limited to, products or services related to the Sites. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Sites. It is also a violation of these Terms of Use to use any information obtained from the Sites in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person outside of the Sites without their prior explicit consent. In order to protect our users from such advertising or solicitation, CPS reserves the right to restrict the number of messages or emails which a user may send to other users in any 24-hour period to a number which CPS deems appropriate in its sole discretion.
- You understand that CPS has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Sites) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, we can (and you hereby expressly authorize us to) disclose any information about you to law enforcement or other government officials, as we, in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
- CPS reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Sites. CPS shall have the right to remove or edit any Content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right of CPS, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SITES AND IN YOUR PRIVATE MESSAGES.** Please be advised that Content posted in public areas of the Sites does not necessarily reflect the views of CPS. In no event shall CPS assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Sites. You hereby represent and warrant that you have all necessary rights in and to all Content you provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information.
- Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Sites, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Parking4sure.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Sites.
- It is possible that other users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on the Sites and that you may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about you due to your use of the Sites, and that the recipient may

use such information to harass or injure you. CPS does not approve of such unauthorized uses but by using the Sites you acknowledge and agree that Parking4sure.com is not responsible for the use of any personal information that you publicly disclose or share with others on the Sites. Please carefully select the type of information that you publicly disclose or share with others on the Sites.

- CPS shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of People, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).
- The execution of parking booking made on CPS is between the parking provider and car owner who booked parking. CPS does not warrant the services provided by the parking provider or take any responsibility on behalf of the car owner.

### **Indemnification**

You agree to indemnify and hold harmless Building control solutions india (P) ltd, its employees, directors and shareholders against any and all claims, losses, liabilities, damages, expenses, including legal fees and other costs against Building control solutions india (P) ltd raising from and related to the use of our Sites.

### **Links**

This site may contain links to other web sites or you may be linked through other web sites ("Linked Sites"). The Linked Sites are for your convenience only and you access them at your own risk. We are not responsible for the content of the Linked Sites, whether or not CPS is affiliated with sponsors of the sites. We do not in any way endorse the Linked Sites. We welcome links to this site. You may establish a hypertext link to this site, provided that the link does not state or imply any sponsorship or endorsement of your site by CPS. You must not use on your site or in any other manner any trademarks, service marks or any other materials appearing on the CPS site, including any logos or characters, without the express written consent of the owner of the mark or materials. You must not frame or otherwise incorporate into another web site or present in conjunction with or juxtaposed against such a web site any of the content or other materials on the Parking4sure.com site without our prior written consent.

### **Privacy Policy**

CPS respects your privacy and is committed to protecting it. For more details, please see our Privacy Policy.

### **Contact Us**

Couldn't find the information you needed? Please contact us:

Corporate office:

Central Parking Services (A division of Building Control Solutions India Pvt Ltd)  
#794, 12th main, 1st Cross, HAL 2nd Stage, Indiranagar Bangalore -560 008, Karnataka, India

Contact us

Tel: +91 80 4080 3131, Fax: +91 80 4080 3111

Email us - [info@controlsol.com](mailto:info@controlsol.com)

### **MANDATORY DECLARATION – COMPUTERS**

- 1. You hereby declare that you have provided all necessary Legal Details of the Person and Vehicle Information during the booking process.
- 2. You further declare that the Parking Service will be acquired for personal use of the Consignee and/or Buyer. The Product will not be sold, resold, bartered or in any way disposed for profit.

## **Disclaimer Of Warranties And Liability**

This website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to you through this site are provided by Parking4sure.com “as is” and “as available” basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, Parking4sure.com does not warrant that:

- This website will be constantly available, or available at all; or
- The information on this website is complete, true, accurate or non-misleading.

CPS does not warrant that this site; information, content, materials, product (including software) or services included on or otherwise made available to you through this site; their servers; or electronic communication sent from parking4sure.com are free of viruses or other harmful components. Nothing on this website constitutes, or is meant to constitute, advice of any kind. You will be required to enter a valid phone number while placing an order on Parking4sure.com. By registering your phone number with us, you consent to be contacted by Parking4sure.com via phone calls and / or SMS notifications, in case of any booking or related information updates. CPS will not use your personal information to initiate any promotional phone calls or SMS'es.

## **Applicable Law**

This Agreement shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be in Bangalore.

## **Trademark, Copyright and Restriction**

This site is controlled and operated by CPS. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by us or by other parties that have licensed their material to us. Material on parking4sure.com web site owned, operated, licensed or controlled by us is solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by e-mail or other electronic means and whether directly or indirectly and you must not assist any other person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other web site or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

## **Your Account**

You agree that any use on the site is at your own risk and CPS is not responsible for it. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Products sold on Parking4sure.com are not for people below aged 18, however adults can buy any products available for children below age 18.

## **Copyright complaint**

We at CPS respect the intellectual property of others. In case you feel that your work has been copied in a way that constitutes copyright infringement you can write to us at [legal@controlsol.com](mailto:legal@controlsol.com)

## **Cancellation of booking and Refunds**

CPS reserves the right to cancel any parking booking without any explanation for doing so, under situation where CPS is not able to meet the requirement of the reservation placed or booking so placed/cancelled does not comply with the CPS policy or for any other reason. However, CPS will ensure that any communication of cancellation of the booking, so cancelled, is intimated within appropriate time to the concerned person will be made in reasonable time.

Parking booked through parking4sure.com is fully refundable up to 48 hours before the start of the reservation unless noted otherwise. Parking customers can cancel their booking for any reason before this time. Cancellations must be reported on CPS helpline or parking4sure.com website.

After 48 hours prior to the start of the parking reservation, **all bookings are non-refundable**, even if the customer was unable to use the parking.

## **Our Contact**

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Site to [info@controlsol.com](mailto:info@controlsol.com)

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