

Terms of Use

Appyway is the ultimate mobile parking application ("App" or "Application") for iOS and Android operated by Yellow Line Parking LTD ("Appyway", "we" or "us"). We also have a website (www.Appyway.com). The App and website provide parking information and, in certain locations, services to pay for parking (collectively the "Service" or the "Services"). These Terms of Use apply collectively to the Appyway website and all mobile Applications and products issued by Appyway from time to time. We appreciate responsible use of our Service so if you don't agree to these Terms of Use below, please don't use the Service.

If you are using our App to pay for parking, please note our specific provisions in these Terms of Use relating to this part of our Service below.

You remain responsible for observing all the golden rules and laws of safe driving. We will not in any event be liable for any fine, penalty, punishment or any notice of intended prosecution issued to anyone who uses our Service. We do not accept any liability if you use your mobile phone whilst driving. It is your responsibility to ensure that you only use our Service in conditions which will not affect your ability to drive safely or contrary to the laws of the country in which you are driving. Please remember that our website and App should only be used as a guide.

What are Terms of Use?

Terms of Use ("Terms") means the contract between you and us.

You in relation to the Services shall be referred to as "You", "Your" or the "User" as appropriate, and will be either: i) a private individual, or ii) a company or business.

Will These Terms Ever Change?

Changes in these Terms may happen, due to changes in our Service and the laws that apply to you and us. If we make a change, we'll do our best to provide you with advance notice, although in some situations an update to these Terms may need to be effective immediately. We'll announce changes here at our site. We will also try to explain the reasons for the change.

What Do I Have To Do to Use Appyway's Service?

It's simple.

- You download the Application to your mobile device, and / or, log on to our website.
- Allow us to identify your location.
- Create an Account by providing us with some information about who you are like your name, birthday (You must be over eighteen years of age to create an account) and your Vehicle Registration Mark (this is the official term for your licence plate number). You will also need to give us your email address and choose a password (your "Account Information") and accept these Terms.
- We will find out your location or the area you are searching and provide you with parking information.

Can I use the Application to Pay for Parking?

Yes – in a select number of locations in the UK you can choose to use the App to pay for parking. Where this is available you will be given the option to pay for parking within the App.

When you pay for your parking session through our App a convenience fee will be added to your total parking charge. The amount of the convenience fee may vary by location and will be clearly visible on the page in the App before you start a parking session. In Harrogate, the convenience fee is 30p.



If you choose to use the App to pay for parking in these locations, you will be prompted to add a payment card to your Account in the App and choose the Vehicle Registration Mark (this is the official term for your licence plate number) that you wish to use for the parking session.

The price you pay for parking is determined by the publicly posted tariffs at the on-street or off-street location where you choose to park and not by Appyway. It is your responsibility to make sure you do not exceed the maximum stay for parking in the location in which you are parked. Please refer to the website of the relevant local authority for more information on applicable parking charges.

The App will provide you with two options of paying for your parking session. The option you choose can impact the total cost you will pay for parking. These options are as follows:

1) One Click Parking®. This will be presented as a payment option when the App is able to sync to a parking sensor, located in your parking spot, via your phone's Bluetooth. It is a pay-as-you-go parking session, so you do not need to select an end time. The parking session will automatically end when you drive away off the parking sensor. This type of session benefits from 'linear pricing' meaning that you will be charged for the minimum stay, and thereafter charged per minute that you are parked. The per minute rate is calculated on a pro-rata basis from the price of a standard increment at that parking location. All parking charges are determined by the local authority or car park operator.

Here's an example to help illustrate how One Click Parking® works. An on-street parking bay in the town of Harrogate on West Park has a minimum stay of 30 minutes. This represents a minimum charge of 80p. If you used the Application and selected One Click Parking® to pay for parking at this location and stayed for 40 minutes, the cost of parking would be £1.07. Comprising 80p minimum charge for the first 30 minutes and then 27p for the additional 10 minutes (being the per minute rate). The alternative option would be to pay for a parking ticket from a pay and display machine for 1 hour, costing £1.60.

2) A 'Pay for Parking' session. This is not reliant upon a parking sensor and will not end automatically when you drive away. Instead, when you start your session in the Application, you will be prompted to set a duration for your parking session based upon the time increments available at that location, in exactly the same way you would at a pay and display machine. A key benefit of using this option in the Application to pay for your parking session however, is that should you return to your vehicle before your allotted duration expires, you can end your session early and the Application will calculate the cost of your parking session by the minute using the same 'linear pricing' methodology explained in the One Click Parking® section above. This means you do not pay for time you do not use.

Whether you use One Click Parking® or a 'Pay for Parking' method of payment for your parking session, a convenience fee is added to your total parking charge, as referred to at the top of this section of these Terms.

You can use the App to obtain automatic entry, exit and payment for parking at selected barrier car parks, where the Service is available. To use this functionality, you must first add a valid payment card and opt-in by selecting the 'barrier entry' option for each vehicle that you have added in your Account that you wish to use barrier entry for. Where you have multiple payment cards in your Account, payment will automatically be charged to the payment card you have selected as 'primary' in the payment card registration screen. These preferences can be changed after registering from within your Account settings. Please note, by opting in to barrier entry you are responsible for payments for any parking session made by that vehicle in participating barrier car parks. Only one account may be responsible for automatic barrier entry payments for any given vehicle. If your vehicle is added to another Appyway account and barrier entry has also been selected for that vehicle, then barrier entry will be automatically turned off in your Account for that vehicle. You will still be able to use the App to obtain parking information and to pay for parking for that vehicle. Within Harrogate, barrier entry is available at Victoria and Jubilee car parks.



If there is an issue with your parking session, please contact us by email at: support@Appyway.com, where we will be able to assist.

Appyway will not be responsible for any parking fines or other losses you incur due to you providing incorrect information in relation to your parking session. Please therefore ensure you have a valid payment card assigned to your Account in the Application and have selected the correct Vehicle Registration Mark (your licence plate number) that you wish to use for the parking session. In the unlikely event that you receive a Penalty Charge Notice (also known as a parking ticket) you will need to follow the statutory process and make a representation to the local authority concerned. More details can be found on the Penalty Charge Notice itself.

Your Account

You must ensure that all details provided by you on registration for an Appyway Account or at any time are correct and complete; if any of your details change please let us know. If you use a username that is not your real name, please also provide us with your real name. When you create an Appyway Account you also agree to maintain the security of your password and accept all risks of unauthorised access to your Account Information and any other information you provide to us. If you discover or suspect any security breaches, please let us know as soon as possible. We may suspend or cancel your Appyway Account immediately at our reasonable discretion or if we discover you have breached any of these Terms. You may cancel your Account by notifying us in writing. If you cancel your Account you must stop using the website and App immediately.

What Are The Golden Rules That Apply To Use Of Appyway?

We've established a few golden rules for you to follow when using our Service to make sure Appyway stays available for everyone. Please follow these rules and encourage other users to do the same. Some handy hints will appear when you download the Application. Please take a moment to read these. We expect you to be a reasonable and considerate road user. Therefore we expect you to follow the driving laws and parking restrictions.

Also, you agree that you will not do any of the following:

- use Appyway in any manner that could interfere with, disrupt or negatively affect other users from fully enjoying Appyway or that could damage the functioning of Appyway.
- collect any personal information about other users.

Liability

We are not responsible for any loss or damage that You may suffer as a result of You not using the Service correctly or if you fail to comply with these Terms. We do not accept any liability for Penalty Charge Notices being issued, or other parking enforcement actions being implemented. You acknowledge that our Services from time to time may be adversely affected by the proximity of buildings, trees, underpasses, local environmental conditions, incomplete or incorrect data and other causes beyond our control. We will not be liable for any loss or damage incurred through failure of the Service to operate or ineffective or incorrect operation. We do not warrant that our Services will continue to be legal to own or use in the UK or in any other country. We will not be liable to you or any user should any changes occur to legislation which might prevent the use of our Services. We will not be liable to you if the performance of our obligations under these Terms is prevented or hindered due to any circumstances outside of our reasonable control.

Does Appyway Have Some Rights Relating To The Use of the Service?



We do.

Intellectual Property

Appyway respects intellectual property rights and expects you to do the same. Appyway owns all the intellectual property rights in the Service. Please do not try to copy, distribute use or re-use any material from our Service unless we give you our written permission.

Shopping or Getting Cash

Remember that parking to shop or going to the cash machine is not loading and you are not eligible to park in a loading bay.

A Right To Change the Service

In order to improve our Service we may need to change certain aspects of our Service that you may or may not agree with. You agree that Appyway will not be responsible for any changes to the Service that may affect you or interrupt your use and enjoyment of Appyway. If you are interrupted by any changes to our Service, please get in touch and we will try to resolve any issues you have experienced.

How Can I Send A Notice To Appyway?

Any notice to Appyway must be sent to us by email to: support@Appyway.com.

Will Appyway Ever Contact Me?

Yes. Sometimes we will send you information about our products and Services. We might also send you information about your Account as well as updates about the Service and other promotional offers. You can always choose not to receive these emails at any time by clicking the “unsubscribe” link at the bottom of emails from us or you can choose to “turn off” Appyway information being sent to you through your Account settings.

What Law Applies To My Use Of Appyway?

These Terms and the relationship between You and Appyway (including any dispute) are governed by the laws of England and Wales. If any part of these Terms is found by a court of be invalid, You and Appyway agree that the court should try to give effect to the parties’ intentions while keeping the remaining Terms in full force and effect.

Privacy

We have a separate privacy policy which you can read [here](#)

UNAVOIDABLE LEGAL STUFF

Our lawyers have told us that we have to share the information below with you. Its unavoidable but important.

Indemnity

THE SERVICE AND ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN AS IS OR AS AVAILABLE BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE. Appyway MAKES NO WARRANTY OR REPRESENTATION THAT THE APPLICATION OR WEBSITE WILL MEET YOUR REQUIREMENTS, THAT IT WILL BE OF SATISFACTORY QUALITY, THAT IT WILL BE FIT FOR A PARTICULAR PURPOSE, THAT IT WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES, THAT IT WILL BE COMPATIBLE WITH ALL SYSTEMS, THAT IT WILL BE SECURE AND THAT



ALL INFORMATION PROVIDED WILL BE ACCURATE. WE MAKE NO GUARANTEE OF ANY SPECIFIC RESULTS FROM THE USE OF OUR SERVICES. NO PART OF THE APPLICATION OR WEBSITE IS INTENDED TO CONSTITUTE ADVICE AND THE CONTENT OF THIS APP SHOULD NOT BE RELIED UPON WHEN MAKING ANY DECISIONS IN RELATION WHERE YOU SHOULD PARK OR TAKING ANY ACTION OF ANY KIND. THE INFORMATION ON THE APP AND WEBSITE IS NOT DESIGNED WITH COMMERCIAL PURPOSES IN MIND. COMMERCIAL USE OF THE CONTENT OF THIS WEBSITE IS FORBIDDEN AND WE MAKE NO REPRESENTATION OR WARRANTY THAT OUR CONTENT IS SUITABLE FOR USE IN COMMERCIAL SITUATIONS OR THAT IT CONSTITUTES ACCURATE DATA AND / OR ADVICE ON WHICH BUSINESS DECISIONS CAN BE BASED. HEAVY USERS OF OUR SERVICE OR BUSINESS CUSTOMERS ARE REQUIRED TO SUBSCRIBE TO OUR COMMERCIAL SERVICE AND/OR PAY A FEE. IN NO EVENT WILL Appyway BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY OTHER SERVICE AND/OR CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNT YOU PAID FOR ONE 12 MONTH SUBSCRIPTION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LIABILITIES, AND EXPENSES (INCLUDING LEGAL FEES, COSTS, PENALTIES, INTEREST AND DISBURSEMENTS) WE INCUR IN RELATION TO, ARISING FROM, OR FOR THE PURPOSE OF AVOIDING, ANY CLAIM OR DEMAND FROM A THIRD PARTY RELATING TO YOUR USE OF THE SERVICE OR THE USE OF THE SERVICE BY ANY PERSON USING YOUR ACCOUNT, INCLUDING ANY CLAIM THAT YOUR USE OF THE SERVICE VIOLATES ANY APPLICABLE LAW OR REGULATION, OR THE RIGHTS OF ANY THIRD PARTY, AND/OR YOUR VIOLATION OF THESE TERMS.

Feedback

We love receiving feedback. Whilst we have done everything we can to make our Application as accurate as possible we totally accept that there may be some teething problems. With your help and detailed feedback we can work together and make our Application great. Before proceeding with the feedback options contained in the Application please make sure the 'Y' map pin is in the relevant location as some options will prompt a map screen grab.

Any amendments to these terms can be found at: <https://Appyway.com/terms/>