

End Users Platform - Terms of Use

These Terms of Use ("**Terms**") govern your use and grants you ("**you**" or "**user**") a nonexclusive, personal, non-transferable, limited license to use SPARK's web and mobile Platform (as defined below) developed and owned by T.I.B.A Research and Development (1986) Ltd, its affiliates, and licensors ("**TIBA**").

BY ACCESSING THE PLATFORM OR BY USING THE SERVICES PROVIDED THROUGH IT, YOU HEREBY ACKNOWLEDGE YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS.

1. Description of the Services

TIBA provides a user-friendly parking management platform ("**Platform**") that enables users to create an account, select subscription plans, and access various parking booking options, including the ability to pay in advance, use parking facilities operated by third-party parking garage providers, and access-control services ("**Services**", "**Parking Facilities**" and "**Providers**," respectively). In addition to the above, the Platform may offer additional Services from time to time, all as described on the Platform.

It is hereby clarified that although TIBA has developed the Platform, the Services provided are the sole responsibility of the Provider, including any support and maintenance required to the Platform, if any.

2. License Grant to Use the Platform

TIBA grants you a personal, non-exclusive, non-transferable and non-sublicensable revocable license, which is time-limited, to use the Platform solely for receipt of the Services.

TIBA, its affiliates and/or licensors retain all rights in the Platform (including, but not limited to, all intellectual property rights). Without derogating from the aforesaid the contents of the Platform (the "**Platform Materials**") are protected by applicable copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You shall not, nor shall you cause or permit any other party to modify, decompile, disassemble, reverse engineer, copy, transfer, create derivative works from, rent, sub-license, distribute, reproduce framed, republish, scrape, download, display, transmit, post, lease or sell in any form or by any means, in whole or in part, use for any purpose other than for using the Platform pursuant to these Terms.

3. Access to the Platform

It is your responsibility to ensure your mobile device or personal computer meets all the necessary technical specifications to enable you to access and use the Platform. The Platform is currently available for use via mobile on devices that operate with iOS® and/or Android®.

A number of factors may impact the quality of your communications and use of the Platform, and may result in the failure of your communications, including, without limitation, your local network your internet service provider, the public internet and your power supply. Without derogating from the aforesaid, TIBA does not guarantee that the Platform will always function without disruptions, delay or errors.

4. Registration and Account Information

In order to use the Platform, you shall be required to register or create an account ("**Account**"). During the process of creating the Account, you shall be required to select a password or otherwise enter a one-time password (OTP) sent via email or SMS. You agree that you will supply accurate and complete information to us, and that you will update that information promptly after it changes.

5. Payments

The Platform is provided by TIBA free of charge, however, certain Services provided by TIBA through the Platform may be subject to additional charges and payments, as determined by TIBA and its affiliates ("**Service Fees**"). TIBA may, at its sole discretion, change or update the Service Fees and the Services subject to those fees from time to time. Further, through

the Platform, the user may choose to purchase certain services provided by the Provider for the use of its Parking Facilities, which may also be subject to charges and payments (“**Parking Fees**”). The Parking Fees shall be as determined by the Provider in its sole discretion, including its applicable tariffs and terms governing the use of the Parking Facilities. TIBA has no control over, and assumes no responsibility for, the Parking Fees set by Providers or for any of the services provided by it, and any disputes or claims concerning the Parking Fees and/or the use of the Parking Facilities, must be resolved directly with the Provider.

6. Termination

TIBA may suspend or terminate your Account and use of the Platform with or without notice, for any reason, including, but not limited to, a suspected violation of these Terms, illegal or improper use of the Platform and/or the Services or TIBA's intellectual property rights, all as determined by TIBA in its sole discretion.

If your Account, or a particular subscription for a Service associated with your Account, is terminated, suspended and/or if any benefits are selectively removed or revoked from your Account, you will have no further access to your Account or to any benefits associated with your Account or such particular Service. Without derogating from the aforesaid TIBA shall not have any responsibility and/or liability to provide you with any refund, credit and/or other form of reimbursement of any kind.

7. Disclaimer of Warranties; Limitation of Liability; Indemnification

The Platform and the Services provided through it are provided by TIBA on an “AS IS” and “AS AVAILABLE” basis. You are solely responsible for any and all acts or omissions taken or made in reliance on the Platform. To the fullest extent permitted by law, TIBA, its officers, directors, employees, licensors and agents disclaim all warranties, explicit or implied, in connection with the Platform and/or the Services and your use thereof including without limitation implied warranties of merchantability, title, fitness for a particular purpose or non-infringement, usefulness, authority, accuracy, completeness, and timeliness.

IN NO EVENT SHALL TIBA (AND/OR ITS THIRD PARTY LICENSORS) BE LIABLE TO YOU AND/OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY INDIRECT DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE PLATFORM OR THE SERVICES INCLUDING LOSS OF DATA, LOST PROFITS OR REVENUES OR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF ANY CLAIM, INCLUDING A CLAIM OF PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, WHETHER OR NOT FORESEEABLE AND EVEN IF TIBA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; WITHOUT DEROGATING FROM THE AFOREMENTIONED, IN ANY EVENT TIBA'S AGGREGATE LIABILITY IN ALL CASES AND FROM ALL CAUSES OF ACTION SHALL BE LIMITED TO THE SUM OF US \$100.

You agree to indemnify and hold TIBA, and each of its directors, officers, agents, contractors, partners, licensors and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any of the following:

- a. Your use of, and access to the Platform;
- b. Your violation of any term herein;
- c. Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- d. Any claim that any user submission made by you has caused damage to a third party.

8. Our Privacy Practices

We respect our users' privacy rights. Please review our [Privacy Policy](#) before using the Platform and Services. Our Privacy Policy is an integral part of these Terms and incorporated herein by reference. We encourage you to periodically review our Privacy Policy.



9. Notices and Updates

We reserve the right to periodically amend or revise the Terms at our sole discretion; such changes will be effective immediately upon the display of the revised Terms. Your continued use of the Platform following such amendments constitutes your acknowledgement and consent of such amendments to the Terms and your agreement to be bound by them. In the event of a material changes, we will make best efforts to provide written notification via email.

10. Platform Updates

TIBA may make modifications, updates and upgrades to the Platform and Services, as it deems necessary. The Terms will apply to any updates that TIBA may make available to you unless the update is accompanied by a separate license, in which case the terms of that license will govern. You agree that updates may require you to change or update your application, and may affect your ability to use, access or interact with the Platform.

11. Miscellaneous

By installing, accessing or using the Platform you confirm that you are at least 18 years of age. You may not use the Platform and may not accept this Terms if you are a person barred from receiving the services provided through the Platform under the laws of the country in which you are resident or from which you use the Platform.

By using the Platform, you agree that the laws of the State of Ohio, without regard to principles of conflict of laws and regardless of your location, will govern this Agreement and any dispute of any sort that might arise between you and TIBA. Any claim or dispute between you and TIBA regarding your use of the Platform shall be decided exclusively by a court of competent jurisdiction located in Columbus, Ohio.

The failure by TIBA to enforce any provision of this Terms, will not constitute a waiver of future enforcement of that or any other provision. If, for any reason, a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

These Terms constitute the complete and exclusive agreement between TIBA and you regarding its subject matter and supersede all prior or contemporaneous quotations, agreements, communications or understandings, whether written or oral, relating to its subject matter.

For any questions about these Terms or any other issue regarding the Platform please contact us at: info@tibaparking.com.

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Last Modified: December 20, 2024

Blue Grass Airport-
Terms of Use

Terms of Use

Acceptance of the Terms of Use

These terms of use (“**Terms of Use**”) are entered into by and between You and the Lexington–Fayette Urban County Airport Board (the “**Board**”) which owns and operates Blue Grass Airport (the “**Airport**”) regarding your use and access to this website at www.bluegrassairport.com (the “**Website**”). Please read the Terms of Use carefully before you start to access or use the Website. By accessing and using the Website, you acknowledge that you have read, understood, and agree to be bound and abide by the Terms of Use and our Privacy Policy, found at <https://bluegrassairport.com/privacy-policy>. If you do not want to agree to these Terms of Use or the Privacy Policy, you shall not access or use the Website. The Terms of Use apply to all visitors, guests, users and others who access or use the Website (“**Users**”).

Changes to the Terms of Use

The Board may revise and update these Terms of Use from time to time in its sole discretion to reflect changes to our practices or for other reasons. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of the revised Terms of Use means that you accept and agree to the changes.

Eligibility

This Website is offered and available to Users who are 18 years of age or older. You may use or access the Website only if you can form a binding contract with the Board, and only in compliance with the Terms of Use and all applicable local, state, national, and international laws, rules and regulations.

Terms of Use

The use of this Website is subject to the following terms of use: (1) neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website for any particular purpose; (2) you acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law; (3) your use of any information or materials on this Website is entirely at your own risk, for which we shall not be liable; (4) it shall

be your own responsibility to ensure that any products, services or information available through this Website meet your specific requirements; (5) if you create a link to this Website from another website or document, you are solely responsible for the content of the link as the Board has no control over the content of those links, the Board does not endorse any organization or individual associated with the link, and accepts no responsibility for the link or for any loss or damage that may arise from your or anyone else use of the link; and (6) we reserve the right to refuse service, terminate accounts and/or deny access to any parts of this website if you engage in any conduct or activities that we determine, in our sole discretion, violate these Terms of Use, our rights or any third party rights.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material provided on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Website to Users. You are solely responsible for: (1) making all arrangements necessary for you to have access to the Website; and (2) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Private Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose or are provided with a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password

or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password or other identifier, at any time if, in our sole opinion, we believe you have violated any provision of the Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and materials, including but not limited to all information, software, algorithms, code, technology, text, displays, images, video and audio, and the design, selection, and arrangement thereof (copyrightable or not) and all intellectual property rights therein throughout the world (“Intellectual Property Rights”), are solely owned by the Board. Except as explicitly provided herein, nothing in the Terms of Use shall be deemed to create a license to any Intellectual Property Rights, and you agree not to access, sell, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Board. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Board name and all related names, logos, product and service names, designs, slogans and all Intellectual Property Rights and goodwill associated therewith are solely owned by the Board. You shall not use such marks without the prior written permission of the Board.

Notice and Procedure for Copyright Infringement

The Board respects the intellectual property rights of others. It is our policy to respond to any claim that any content posted on the Website infringes on the copyright, trademark or other intellectual property rights of any person or entity. In accordance with the Digital Millennium Copyright Act, the Board has designated a Copyright Agent to receive notice of claims of alleged copyright

infringement on the Website. If you believe in good faith that the content on the Website infringes on your intellectual property rights, you or your agent may send us a written notice of such infringement titled “Infringement of Intellectual Property Rights—DMCA.” Your notice to us must include the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property right’s interest; (2) a description of the work that you claim has been infringed, including the URL (i.e., web page address) of the location where the work exists or a copy of the work; (3) a description of where the material you claim is infringing is located on the Website; (4) your name, email, address and telephone number; (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the work, its agent or the law; and (6) a statement by you, under penalty of perjury, that the information submitted in your written notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner’s behalf. The notice should be sent to the following Designated Agent:

Amy Caudill
4000 Terminal Drive, Suite 206
Lexington, KY 40510
859.425.3100
information@bluegrassairport.com

Please note that we will not process your complaint if it is not properly filled out or is incomplete. You may be held accountable for damages, including but not limited to costs and attorneys’ fees for any misrepresentation or bad faith claims regarding the infringement of your intellectual property rights by the content on this Website.

Please note that the Notice required by this section is exclusively for notifying the Board that a copyrighted work may have been infringed. Do not send any other correspondence or notice that does not relate to alleged copyright infringement to the Board’s Designated Agent. Any such correspondence or notice should be instead sent directly to the Board.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with the Terms of Use. You agree not to use the Website: (1) in any way that violates any applicable federal, state, local, or international law (including any laws regarding

the export of data or software to and from the US or other countries); (2) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; (3) to transmit, or procure the sending of, any advertising or promotional material including any “junk mail,” “spam,” or any other similar solicitation; (4) to impersonate or attempt to impersonate the Board, a Board employee, another user or any other person or entity including, without limitation, by using email addresses or screen names associated with any of the foregoing; (5) to engage in any other conduct that restricts or inhibits any third party’s use or enjoyment of the Website, or which, as determined by us, may harm the Board or users of the Website, or expose them to liability; (6) use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other third party’s use of the Website, including their ability to engage in real time activities through the Website; (7) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (8) use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use; (9) use any device, software or routine that interferes with the proper working of the Website; (10) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (11) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; and (12) otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties. All statements expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Board, are solely the

opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Board. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All the information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Links from the Website

This Website may contain links to other sites and resources provided by third parties. These links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the Commonwealth of Kentucky. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures to satisfy your particular requirements for anti-virus protection and accuracy of data, and for maintaining an external means to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE BOARD NOR ANY PERSON ASSOCIATED WITH THE BOARD MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE BOARD NOR ANYONE ASSOCIATED WITH THE BOARD REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE BOARD HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE BOARD, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Board, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky, in each case located in the City of Lexington and County of Fayette. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Board of any term or condition set out in these Terms of Use shall be deemed a continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Board to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall

be eliminated or limited such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Board regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.