

Terms and Conditions for Parking Space Usage

1. General Provisions

1.1. The use of parking or storage areas is only permitted upon conclusion of a usage agreement. The parking customer (hereinafter referred to as “Customer”) enters into a usage agreement with the parking space operator. For short-term parkers, a temporary usage agreement is established upon entry registration; for long-term parkers, a written long-term parking agreement is required.

1.2. Arivo GmbH acts solely as a data processor pursuant to Art. 4 No. 8 GDPR and is not the operator of the parking area.

1.3. The usage agreement does not fall under the scope of the Austrian Tenancy Act (MRG).

1.4. By entering into the usage agreement, the Customer accepts these terms and conditions. If the Customer does not agree to the terms outlined in this parking regulation, they may exit freely, provided this occurs immediately after entry.

1.5. If any provision is deemed invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

2. Rates, Fees, Billing

2.1. The applicable rates, fees, and operating hours are displayed on-site.

2.2. The daily maximum rate applies per parking session only, not to total daily usage.

2.3. Entry, exit, and access are generally permitted only during operating hours (except for long-term parkers) and require valid entry authorization.

2.4. If a Customer exits without paying the fee or exceeds the paid parking time by more than 15 minutes, a contractual penalty will be charged in addition to the applicable parking fee. This penalty is independent of fault or proof of actual damage unless payment is made within 168 hours. The amount of the penalty is specified in the posted information.

2.5. Any additional claims for damages by the parking space operator remain expressly unaffected.

2.6. Any consequential costs arising from violations under clause 2.3 (e.g., reminder fees, information retrieval, legal fees) must also be borne by the Customer. Vehicles with foreign license plates may incur additional administrative costs.

2.7. Arivo's software generates a monthly invoice for parking fees, which are collected via a payment provider. Customers may choose from various payment methods (Apple Pay, Google Pay, debit/credit card, SEPA direct debit, etc.). Billing for short-term parkers occurs after the parking session; for registered short-term parkers, billing is monthly in arrears. Long-term parkers are billed monthly in advance.

3. Subject of the Agreement

3.1. Upon conclusion of the usage agreement, Customers are authorized to park a road-worthy and traffic-safe vehicle in a marked, available, and suitable parking space. Any restrictions (e.g., reservations, limited parking duration) must be strictly observed.

Designated disabled parking spaces may only be used by individuals with a valid and clearly visible disabled parking permit pursuant to § 29b StVO or a disability pass indicating “unsuitability for public transport.”

3.2. The applicable national traffic regulations (StVO) apply accordingly within the parking area. Posted speed limits must be observed.

3.3. Vehicle surveillance, safekeeping of accessories, and any items inside or brought into the parking area are not part of the agreement.

4. Liability

4.1. The parking space operator and Arivo are not liable for the actions of third parties (e.g., theft, burglary, damage), regardless of whether such persons are authorized to be on the premises.

4.2. The operator and Arivo are not liable for damages caused directly or indirectly by force majeure.

4.3. Customers must secure and lock their vehicles properly and leave the premises promptly.

4.4. Any damage caused to parking facilities or other vehicles must be reported to the operator immediately and before exiting. The same applies to damage discovered on the Customer’s own vehicle. Statutory reporting obligations remain unaffected.

5. Vehicle Parking

5.1. Vehicles must be parked within designated spaces without obstructing others or occupying reserved areas (e.g., disabled parking, reserved spaces). Otherwise, the operator may impose a contractual penalty as posted.

5.2. The operator is entitled to relocate or secure vehicles and charge associated costs if:

- the vehicle is parked in violation of the agreement or obstructs traffic (e.g., justifying towing under StVO);*
- the vehicle is parked entirely outside a marked space;*
- the vehicle occupies more than one marked space;*
- the permitted loading or parking time is exceeded.*

6. Regulations

6.1. Vehicles brought onto the premises must be roadworthy, safe, and legally registered. Removal of license plates (e.g., for re-registration) requires written consent from the operator.

6.2. The following are strictly prohibited:

- smoking, use of fire or open flames;*
- storage of any items, especially flammable or explosive substances;*

- *maintenance, servicing, or repair work, including refueling, battery charging, or draining coolant;*
- *prolonged engine running, engine testing, or honking;*
- *parking vehicles with leaking systems (e.g., fuel, oil) or other safety-related defects, or vehicles not compliant with traffic regulations (e.g., expired inspection sticker);*
- *parking vehicles without official license plates or without substitute plates without operator consent;*
- *parking on driveways, in front of emergency exits, pedestrian paths, doors/gates, or in the movement area of doors/gates;*
- *distributing promotional material without written consent;*
- *entering the parking area with bicycles, skateboards, scooters, inline skates, etc.*

7. Fire Safety

7.1. In case of fire or smoke, notify the fire department and activate any available alarms. The report must include: location (address, access routes), what is burning (building, vehicle), number of injured persons, and caller's name. Follow posted fire safety instructions.

7.2. Warn endangered individuals and evacuate injured or helpless persons if necessary and possible.

7.3. If safe to do so, attempt to extinguish the fire using a suitable fire extinguisher. Otherwise, leave the parking area on foot immediately.

7.4. Do not use elevators in case of fire.

8. Video Recordings

8.1. The operator uses video recordings for the following purposes:

8.1.1. Use of license plate recognition for entry and exit authorization (visual or automated);

8.1.2. Protection of the parking area and fulfillment of due diligence obligations.

8.2. Compliance with legal requirements (GDPR, Austrian Data Protection Act) is ensured.

8.3. Video recordings do not serve to monitor vehicles and do not constitute liability on the part of the operator.

9. Data Protection

9.1. The operator processes personal data of Customers necessary for contract fulfillment. Detailed information is provided in the privacy policy pursuant to GDPR, made available during contract conclusion.

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