

1VALET End User License Agreement (“EULA”)

1VALET™ built the 1VALET™ Resident App app (“Service”) to provide you with a richer user experience. This Service is provided by 1VALET™ and is intended for use by account holders residing in a building (“residents”) using our entry system (“Entry System”).

This EULA is used to inform residents regarding our policies regarding the collection, storage, use, and disclosure of personal identifying information (“Personal Information”) for residents using our Service.

If you choose to use our Service, then you agree to the collection, storage, use and disclosure of Personal Information in relation to this EULA. The Personal Information that we collect is used for providing and improving the Service. We will not use or share your information with anyone except as described in this EULA. You have the right to review any Personal Information that we collect from you, and to request in writing that we either modify it or delete it. Such changes may, however, limit our ability to provide you with the Service, and perhaps prevent us from doing so.

Personal Information Collection and Use

For a better experience, while using our Service, we may require you to provide us with certain Personal Information by completing certain forms in our app. The Personal Information we request will be retained by us and used as described in this EULA. In addition to data collected from the app, we also collect any Personal Information that the resident has provided to their building’s owner or property manager in order to provide the resident with property-specific features through the app, including, but not limited to, digital building access, 1-way video calling from the Entry System, and remote unlock of entrance doors. We do not share any Personal Information publicly or with third-parties, except when required to by law or to better provide you with current or prospective services and to process data.

Entry System

We collect door access usage statistics from our Entry System at the service level. This data is collected to improve the Service and is not shared with customers or third-party service providers except as necessary to provide technical support to repair or maintain the Entry System and to our cloud server provider. Property-specific entry logs are shared with property management for security purposes but are never shared with third-party service providers other than our cloud server provider. At no time do we record conversations from the Entry System. We collect and store your Personal Information only for the duration necessary for which it was collected, after which it is deleted.

Facial Recognition

As a resident, you can opt in to Facial Recognition. If you choose to use our Facial Recognition Service, then you agree to storing your photos in azure. You can opt out of the service at any time and choose to delete all instances of your photos.

Error Messages

In order to improve our Service, we collect data when error messages occur within the app. This data is used to fix bugs and improve the app's functionality in subsequent releases.

Log Data

We want to inform you that whenever you use our Service, in case of an error in the app, we collect data and information (through third-party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol ("IP") address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory.

This Service does not use these "cookies" explicitly. However, the app may use third party code and libraries that use "cookies" to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

Service Providers

The app employs third-party services that may collect information used to identify you. We employ

these companies and individuals for the following reasons:

- To facilitate our Service;
- To provide the Service on our behalf;
- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

We want to inform users of this Service and that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

Links to privacy policy of third party service providers used by the app:

- [Google Play Services](#)
- [Apple Privacy Policy](#)
- [Azure Privacy Policy](#)
- [Twilio Privacy Policy](#)

Security

We value your trust in providing us with your Personal Information, thus, we use commercially acceptable means of protecting it. However, we'd like to remind you that no method of transmission over the Internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

Links to Other Sites

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore we strongly advise you to review the terms and conditions of use of these websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party sites or services.

Children's Privacy

These Services do not address anyone under the age of 13. We do not knowingly collect Personal Information from children under the age of 13. In the case where we discover that a child under 13 has provided us with Personal Information, we immediately delete this from our servers. If you are a parent

or guardian and you are aware that your child has provided us with Personal Information, please contact us so that we will be able to perform the necessary steps to remove this information from our servers.

Legalese

YOU AGREE TO USE THE SERVICES AT YOUR OWN RISK. WE PROVIDE THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." WE MAKE NO IMPLIED REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES ABOUT THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL STATUTORY WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICE IS MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, OR FIT FOR A PARTICULAR PURPOSE OR NEED. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY ANY OTHER USERS OF THE SERVICES OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICE. WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR-FREE (HOWEVER WE WILL ENDEAVOUR TO CORRECT THEM AS SOON AS POSSIBLE), THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICE IS FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS. UNDER NO CIRCUMSTANCES WILL WE, ANY OF OUR AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, AND/OR ANY OF OUR, OR THEIR, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, OR OTHER REPRESENTATIVES, BE LIABLE FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON THE SERVICE.

EXCEPT FOR INDEMNIFICATION CLAIMS IN NO EVENT SHALL OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, SUITS JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES ("CLAIMS") RELATING TO OR ARISING OUT OF YOUR USE OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION, EXCEED THE HIGHER OF THE TOTAL AMOUNT OF FEES, IF ANY, THAT YOU PAID TO UTILIZE THE SERVICE AND \$100.00. IN NO EVENT SHALL WE BE LIABLE TO YOU, YOUR HEIRS, EXECUTORS, ASSIGNEES, LESSEES, AGENTS (OR TO ANY OTHER THIRD PARTY CLAIMING UNDER OR THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICE. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL OR BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WORK STOPPAGE, OR COMPUTER FAILURE OR MALFUNCTION, EVEN WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME PROVINCES, STATES, COUNTRIES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT

PERMITTED BY LAW.

You agree to defend, hold harmless and indemnify us, and our subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any third party claim arising from or in any way related to (a) your breach of this EULA, (b) your use of the Service other than as contemplated herein, or (c) your violation of applicable laws, rules or regulations in connection with the services.

Changes to This EULA

We may update our EULA from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new EULA on this page. These changes are effective immediately after they are posted on this page.

Contact Us

If you have any questions or suggestions about our EULA, do not hesitate to contact us at info@1valet.com.