

# General Terms and Conditions

## Introduction

1. Pied Parker, Inc. (the “Company,” “we,” “us,” or “Pied Parker”; possessively “our”) strives to provide the most user friendly, convenient, and efficient ways for users to advertise their available parking spaces, or for users to find and easily book available parking spaces (“Parking Spaces” or “Parking Spots”).
2. The Company’s platform connects two users: one user who is listing an available Parking Spot (a “Lister”) and another user who is in search of a Parking Spot (a “Parker”), to allow them to make a transaction for temporary usage of the Parking Spot (a “Parking Reservation”).
3. If you find parking that you would like to use from one of our Listers, you may book it through the App.
4. You via your smart device running the App will notify us upon arrival and departure from the Parking Spot and will be charged for the agreed upon amount of time.
5. Verification of the charge will be sent soon after departure.

## Scope of Agreement

1. This is a binding agreement. BY USING THE NATIVE APPLICATION, WEB APPLICATION, AND/OR WEBSITE OF PIED PARKER, INC (THE APP),OR ANY SERVICES, PRODUCTS, FEATURES, CONTENT, OR APPLICATIONS PROVIDED IN CONNECTION WITH THE APP (the “SERVICE”), YOU (THE “USER”) AGREE TO ABIDE BY THESE GENERAL TERMS AND CONDITIONS (“TERMS”), AS THEY MAY BE AMENDED BY US FROM TIME TO TIME IN OUR SOLE DISCRETION. Pied Parker, Inc. will post a notice on the App when these Terms have been changed or otherwise updated. It is your responsibility to review these Terms as you agree to them and if at any time you find these Terms unacceptable, you must immediately leave the App and cease all use of the Service and the App. A user may also be a “Lister,” “Parker,” or both.
2. Other agreements. If you wish to book a Parking Space through the App you will also need to enter into a **Parking Space License Agreement** with an operator of one or more Parking Spaces and you will be bound by our **Parker Agreement**.
3. If you are an operator of a Parking Space and you wish to rent your Parking Space with us, you will be bound by our **Lister Agreement**.
4. The App is merely a venue in which Listers may advertise available Parking Spaces, and a parking User (“Parker”) may seek an available Parking Space along with service(s) to facilitate transactions between the Listers and Parkers. Use of a Parking Space occurs for a fixed duration of time (a “parking period” or “reservation”), as denoted by “check-in” and “check-out” for hourly, daily, weekly, and flat rate occupancy. “Check-out” corresponds with the time in which the Parker agrees to depart a reserved Parking Space

## Registration

1. TO USE THE PIED PARKER APP AND THE SERVICE, YOU MUST REGISTER FOR AN ACCOUNT (“ACCOUNT”) AND UPLOAD SOME INFORMATION ABOUT YOURSELF TO THE APP, INCLUDING SOME BASIC PERSONAL INFORMATION. PLEASE SEE OUR PRIVACY POLICY.
2. You agree that all information supplied is true, accurate, current, and complete. You are required to keep your account information updated at all times. Some of the needed personal information may include, but is not limited to, the following:
  - a. Email address;
  - b. Your first and last name;
  - c. Date of Birth;
  - d. Phone number, including a mobile phone number or landline number;
  - e. Mailing address;
  - f. Financial information such as credit card numbers;
  - g. Payment or tax information;
  - h. User login and password information;
  - i. Vehicle information such as license plate information; and
  - j. The date and time you access the App and the duration time.
3. All notices sent to you will be sent to the email address provided to us (as updated by you), push notifications, and/or via informational text (SMS) messages as part of normal business operation from use of the App or Services. By accepting these terms you give your consent to receive communications from us by email, push notifications, or SMS and you agree that all agreements, notices, disclosures and other communications that we provide to you by such communication means satisfy any legal requirement that such communications be in writing. You agree to accept any charges for receiving any communications from us by email, push notifications, or SMS. You may opt-out of receiving SMS messages from us at any time by updating your preferences under Settings.
4. Personal information that you supply to us will not be disclosed by us to any third party save in accordance with our Privacy Policy. You agree that we may use the personal information supplied by you in accordance with our Privacy Policy.
5. We reserve the right to delete or cancel the membership of any person or entity at any time. We reserve the right to refuse to offer the App and the Service to any person or entity and change eligibility criteria at any time.
5. The service is offered for your use only; you are not entitled to allow any third party to use your registration. You may not impersonate any other person or entity in any registration whether or not that person is a user of the App. You may not register for another person unless you are a court appointed conservator or guardian, and in such case you represent that the other person satisfies the requirements of eligibility included in the Terms, **Parking Space License Agreement, Parker Agreement, Lister Agreement**, and/or any other applicable agreement with Pied Parker.
6. YOU MUST BE 18 YEARS OR OLDER AND HAVE THE REQUISITE POWER AND AUTHORITY TO ENTER INTO THESE TERMS IN ORDER TO USE THE APP OR SERVICE.
7. Your Account may not be transferred or sold to another party.

8. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms.
9. You are not permitted to do any of the following: (i) submit the information or name of another person or entity, real or fictitious; (ii) use another person's Account or registration information; (iii) publish, distribute, or otherwise disclose the login information for your Account.
10. An account may be deleted by contacting the Company directly as the Account Owner.
11. Upon opening an account, you will be asked to provide a username and password. You are responsible for maintaining the confidentiality of your password.
12. You may not use the Account, username, or password of someone else at any time. You may not use the credit card of another unless you are an authorized user of the credit card. Pied Parker shall not be liable for any loss that you incur as a result of someone using your password or credit card, either with or without your knowledge. You may be held liable for any losses incurred by Pied Parker, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account, password, or credit card.
13. You shall not make available through uploading, downloading, displaying, performing, transmitting, or otherwise distributing, the following types of Content:
  - a. Libelous, defamatory, obscene, pornographic, abusive, or threatening Content;
  - b. Content that advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law, or regulation;
  - c. Content that is false, inaccurate, or misleading;
  - d. Content that is fraudulent or involves the actual or proposed sale, trade, or transportation of counterfeit or stolen items;
  - e. Content that infringes any third party's copyright, patent, trademark, trade secret, rights of publicity, or other proprietary rights or privacy; or
  - f. Content that violates any law, statute, ordinance, or regulation including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising.
14. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service or App, and if applicable, to delete any such material from its servers. Company reserves the right to access, read, preserve and disclose any information as we reasonably believe necessary to:
  - a. Satisfy any applicable law, regulation, legal process or governmental request;
  - b. Enforce the Terms, including investigation of potential violations thereof;
  - c. Detect, prevent, or otherwise address fraud, security, or technical issues;
  - d. Respond to user support requests; and
  - e. Protect the rights, property or safety of us, our users, and the public. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms or any applicable laws.

## Value

1. Users agree that the App and Service have value, and that, consequently, you agree that Pied Parker is entitled to a percentage of transactions between Listers and Parkers.
2. The current percentage withheld by Pied Parker is twenty-five percent (**25%**) of each total transaction between each Lister and Parker, unless User receives a promotional reduced rate. Company may change this percentage at any time, with notice to the user. User will be notified and provided a link to to revised Terms.
3. A Parker will be charged a 30 cent transaction fee per transaction in addition to a rate set by a Lister for a particular Parking Space. The Parker will also be charged the 30 cent transaction fee for each subsequent extension or rebooking of current reservations.
4. You additionally agree that if you transact a contract for a parking space originally discovered via the App, but transacted outside of the App, that you will remit to the Company twenty-five (**25%**) of the transaction, regardless of any existing promotional rate, plus any fees or costs associated with Company seeking and collecting such compensation.

### Content and User Content

1. Once review systems are available, we encourage you to leave detailed and honest feedback for Listers, Bookers, and Parking Spots. However, you may not use the App to publish any offensive, inaccurate, misleading, defamatory, fraudulent, illegal information, or illicit content. "Content" includes, but is not limited to, photos of a Parking Spot, vehicle(s), forms of identification, user photos, information about the user, location information, videos, audio clips, written posts, data, text, photographs, software, scripts, graphics, interactive features generated, provided, or otherwise made accessible on or through the App or the Service. Content may be posted by us, third parties, you, or other users.
2. The material displayed on our App is provided without any guarantees, conditions, or warranties as to its accuracy and is provided on an "as is" basis. To the extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by any law, regulation, statute, common law or law of equity.
3. Company makes no representations about the quality, safety, or legality of the information posted. If any unsafe or illegal information is posted, Company will make a reasonable effort to remove such information.
4. We reserve the right to remove any content from the App, terminate your registration or membership and restrict, suspend, or cease your access to our services at any time for any reason, including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content, or if we are concerned that you may have violated the Terms. We may remove or block any content from the App or the Service.
5. All "User Content" includes Content that is added, created, uploaded, submitted, distributed, or posted to the App by you or other users. By submitting User Content through the Service or App, you grant Company a worldwide, non-exclusive, royalty-free, fully paid, perpetual, sub-licensable, and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit User Content in connection with the App, the Service, our businesses, our successors' and assigns' businesses, including without limitation, for promoting and redistributing part or all of the App or the Service (and

derivative works thereof) in any media formats and through any media channels (including, without limitations, application programming interfaces (API's), third-party websites and feeds). By posting, downloading, displaying, performing, transmitting or otherwise distributing information or other User Content to the App or Service, you are granting Company, its affiliates, officers, directors, employees, consultants, agents, representatives, and users a perpetual license to use User Content in connection with the App and Service including, without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content.

6. These license grants to Pied Parker and users does not affect other ownership or license rights you may have in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed to in writing. You will not be compensated for any User Content. You agree that Pied Parker may publish or otherwise disclose your username or real name in connection with your User Content.
7. By posting User Content on the App or Service, you warrant and represent that you either own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, license, sub-license, or otherwise distribute User Content to us without infringement or violation of any third-party rights, including, without limitation, any privacy rights, publicity rights, copyrights, contract rights, trademark rights, or any other intellectual property or proprietary rights.
8. All Content that you access by using the App or the Service is at your own risk.
9. **THIRD PARTY WEBSITES.** The App may contain links to other websites. If you choose to visit other websites, we are not responsible for the privacy practices or content of those other websites, and it is your responsibility to review the content and privacy policies at those websites to confirm that you understand and agree with their policies. We ask that you do not click on any suspicious links or advertisements and promptly report to us if you encounter any suspicious content. We are not responsible for any damages caused by visitation of third party websites via any link contained in the App.
10. We will not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control. Although we aim to offer you the best service possible, we make no promise that the Service or App will meet your requirements. We cannot guarantee that the services will be fault-free.
11. The App may include links to other web sites or material which are beyond its control. We are not responsible for content on any site outside the App. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
12. We will not be liable for any business, financial, or economic loss nor for any consequential or indirect loss (such as lost reputation, lost profit or lost opportunity) arising as a result of your use of the App whether such loss is incurred or suffered as a result of our negligence or otherwise.

13. Sometimes you may delete or remove your User Content, either yourself or through a request made through the App or Service. When your User Content is deleted, it will be handled in accordance with the Privacy Policy.

### Temporary Suspensions of Access to Content

1. Your access to the App may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services and any such interruptions shall not constitute a breach by us of these terms. We will attempt to restore service in a timely manner.
2. In most circumstances, we will attempt to provide some advanced notice before scheduling maintenance. We make no guarantees, however, with respect to the availability of the App or Service. We may conduct maintenance at any time with or without notice to you.
3. If, for some reason, our maintenance interferes with a currently scheduled Parking Reservation, such that your Parking Reservation is dropped or suspended, please contact [hello@piedparker.com](mailto:hello@piedparker.com) for a resolution of the issue.

### Privacy Policy

1. Pied Parker respects your privacy and permits you to control the treatment of your personal information. A statement of our current privacy policy can also be found at <https://www.piedparker.com/privacy>. Company's privacy policy is expressly incorporated by reference into these Terms, and is also found below.
2. Pied Parker is committed to respecting the privacy rights of its customers and other visitors using the App and Service. We created this Privacy Policy to give you confidence as you visit and use the App and Service, and to demonstrate our commitment to fair information practices and the protection of privacy. This Policy is only applicable to the App and Service, and not to any other websites that you may be able to access from the App, each of which may have data collection and use practices and policies that differ materially from this Policy. PLEASE READ THIS POLICY CAREFULLY. THIS POLICY IS INCORPORATED INTO THE COMPANY'S TERMS AND CONDITIONS.
3. NOTICE CONCERNING CHILDREN: We are a general audience application, and do not direct any of our content at children under 13 years of age. We understand and are committed to respecting the sensitive nature of children's privacy online. If we learn or have reason to suspect that an App or Service user is under age 13 (the "Underage User"), we will promptly delete any personal information in the Underage User's account.
4. INFORMATION COLLECTION: In operating the App, Company may collect two types of information:
  - a. "Personally Identifiable Information" and
  - b. "Non--Personally Identifiable Information."
5. Personally Identifiable Information is information that identifies a specific user. When you engage in certain activities on the App, including, but not limited to, creating an account, submitting a search, submitting a Parking Space or vehicle information, requesting payment, entering a contest sponsored by us or our partners, filling out a survey, posting a review,

sending us or our partners feedback, requesting information about our services, submitting an affiliate agreement, applying for a job, posting an image or video, or signing up for special offers from third parties through the App (collectively "Identification Activities" or, in singular, "Identification Activity"), we may ask you to provide certain information about yourself.

6. It is optional for you to engage in any Identification Activities. If you elect to engage in an Identification Activity, however, we may ask you to provide us with certain personal information about yourself including, but not limited to:
  - a. Email address;
  - b. Your first and last name;
  - c. Date of Birth;
  - d. Phone number;
  - e. Mailing address;
  - f. Financial information such as credit card numbers;
  - g. Payment or tax information, including, but not limited to, bank account information;
  - h. User login and password information;
  - i. The name of the domain from which you access the Internet;
  - j. Search preferences including latitude and longitude of your location;
  - k. Street address of your location;
  - l. Pages you visit on our App;
  - m. Vehicle information such as license plate information;
  - n. The date and time you access the App and the duration time.
7. LOCATION INFORMATION. When you use the App or Service, we collect precise location data, including location data while searching for parking, en route to a Parking Spot, during your Parking Reservation up until indicated departure.
8. DEVICE INFORMATION. We may collect information about your mobile device, including, but not limited to, the hardware model, operating system and version, software, file names and versions, preferred language, unique device identifier, advertising identifiers, serial numbers, device motion information, and mobile network information.
9. When you order products or services, we may also ask you to provide us with your credit card or financial account information. Depending on the activity, some of the information we ask you to provide is identified as mandatory and some is identified as voluntary and some may be collected in the background in association with your account. IF YOU DO NOT PROVIDE THE MANDATORY INFORMATION FOR A PARTICULAR ACTIVITY THAT REQUIRES SAID INFORMATION, YOU WILL NOT BE PERMITTED TO ENGAGE IN THE ACTIVITY.
10. FINANCIAL ACCOUNT INFORMATION. The credit card information you provide in your personal profile is not stored by us, but is stored and used by our third party credit card processors in order for them to process payment that you owe third parties for transportation services received by you.
11. TYPES OF NON-PERSONALLY IDENTIFIABLE INFORMATION. Non--Personally Identifiable Information is information that does not identify a specific End User. This type of information may include, but is not limited to:

- a. the Uniform Resource Locator (“URL”) of the website you visited before coming to our App;
  - b. the URL of the website you visit after leaving our App, the type of device you are using and your Internet Protocol (“IP”) address; and
  - c. the latitude and longitude of your location when you make searches or list a parking space.
12. We may automatically collect this information when you visit our App through the use of electronic tools, such as Cookies. Through the use of these electronic tools, our servers automatically recognize visitors’ device and IP addresses. No personal information about you is revealed in this process. The App may also gather anonymous traffic and usage data that does not personally identify you, but that may be helpful for marketing purposes or for improving the services we offer. The App may also gather searches that you submit, including geo-location data relevant to the search. This information may be associated with a particular Parker, Lister, or User.
13. COOKIES. From time to time, we may use the standard cookies features of major applications (“Cookies”) that allow the Company to store a small piece of data on your device about your visit to our App. We do not set any Personally Identifiable Information in cookies, nor do we employ any data capture mechanisms on our App other than cookies. Cookies help us learn which areas of our App are useful and which areas need improvement. You can choose whether to accept cookies by changing the settings in the App. However, if you choose to disable this function, your experience using our App or Service may be diminished and some features may not work as they were intended. We may use Cookies to deliver content specific to your interests, to save your password so you don’t have to re-enter it each time you visit our App or use our Service, or for other purposes. Promotions or advertisements displayed on our App or Service may contain Cookies. We do not have access to or control over information collected by outside advertisers on our App or Service.
14. DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION. We use Personally Identifiable Information to provide our Service and App to you including, but not limited to, administering sweepstakes and contests, enhancing the operation of the App and Service, improving our marketing and promotional efforts, analyzing App and Service use, improving our product and service offerings, and tailoring your experience with third parties consistent with this Policy and the Terms of Service. In some examples, if you send an email to the Company’s customer service representative we may use your comments and feedback to tell others about our services and may post your comment in our marketing materials or on our App when consistent with the Terms. Your comments may contain personal information. We will obtain consent from you to post your name along with your comment prior to posting your comment to other visitors of the App and users of the Service, or the general public. In addition, if you use our App or Service to send information to another person, we may store your personal information.
15. We may also use Personally Identifiable Information to troubleshoot, resolve disputes, accomplish administrative tasks, contact you, enforce our agreements with you, including our Terms of Service and this Policy, comply with applicable law, and cooperate with law enforcement activities.



16. WE WILL NOT SHARE, SELL, RENT, OR TRADE YOUR PERSONALLY IDENTIFIABLE INFORMATION WITH ANY THIRD PARTIES WITHOUT YOUR CONSENT, EXCEPT AS NECESSARY TO PROVIDE YOU WITH SERVICES OFFERED BY US, TO COMPLY WITH THE LAW, OR FOR THE SPECIFIC REASONS BELOW. WE MAY USE YOUR PERSONAL INFORMATION TO:
  - a. verify your identity;
  - b. check your qualifications; or
  - c. to follow up with transactions initiated on the App or via the Service.
17. We may also use your contact information to inform you of any changes to the App or Service, or to send you additional information about our Company.
18. MEMBERS. We may share your information with other Pied Parker users. Your App account allows you to manage your public profile information, which may be shared with other users. Only the information that you choose to share will be visible to others. In some cases we will display your username or shared public profile name (if you've listed one) to identify you to other members who you have engaged with in a transaction.
19. If you share a Parking Space, the information for that Parking Space, which may include your home address, will be made available to others using our App and Service.
20. RATINGS. In order to encourage good behavior and facilitate accountability, we may institute a rating system whereby other users may rate their experience with you or your parking space. WE MAY SHARE YOUR RATING HISTORY. We may also collect aggregate data including, but not limited to:
  - a. how many transactions you have performed; and
  - b. how many complaints have been received regarding your parking or your parking space, or how many tickets, towing or other issues have been associated with your Parking Space.
21. We may DISPLAY this data related to RATINGS in a way that allows other users to help them determine how to use the App or Service and how they choose to interact with others via the App or Service.
22. THIRD PARTY SERVICE PROVIDERS. We may share your Personally Identifiable Information with third party service providers. We provide services and products through third parties. These third party service providers perform functions on our behalf. Other third party service providers may offer compatible services to our users. We may share your Personally Identifiable Information with such service providers for a variety of features of the App or Service including, but not limited to:
  - a. fulfilling orders;
  - b. delivering packages;
  - c. sending postal mail or email;
  - d. administering contests;
  - e. sweepstakes;
  - f. removing repetitive information on customer lists;
  - g. analyzing data;
  - h. providing marketing assistance;
  - i. providing search results and links;

- j. processing credit card payments;
  - k. operating the App or Service;
  - l. troubleshooting and providing customer service
23. We may also share your Personally Identifiable Information with third party service providers to accomplish our administrative tasks. For example, when you order a service, we release your credit card information to the card-issuing bank to confirm payment for the Service and, if applicable, release your address to the delivery service to deliver the Service. Likewise, we may release a third party company's information to our bank to send out a payment. We encourage third party service providers to adopt and post privacy policies.
24. WE SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR THE ACTIONS OF THIRD PARTY SERVICE PROVIDERS. The use of your Personally Identifiable Information by such parties, however, is governed by the privacy policies of such parties and is not subject to our control.
25. REMARKET. We may remarket your Personally Identifiable Information; remarketing is a way for Company to connect with users that have previously visited our App or Service, when they go to other sites. Third -party marketing vendors may be hired by Company to perform remarketing services. As a result, third- party vendors, including, but not limited to, Google, may show Company advertisements based on a user's prior visits to our App. Third -party vendors including, but not limited to, Google use cookies to serve advertisements based on a user's prior visits to our App. In some examples, users may opt out of Google's use of cookies by visiting the Google advertising opt--out page at: [http://www.google.com/privacy\\_ads.html](http://www.google.com/privacy_ads.html).
26. Information used for remarketing purposes will not be used by third parties for any other purpose.
27. INTERNATIONAL TRANSFER. YOUR PERSONALLY IDENTIFIABLE INFORMATION MAY BE TRANSFERRED TO – AND MAINTAINED ON – COMPUTERS LOCATED OUTSIDE OF YOUR STATE, PROVINCE, COUNTRY, OR OTHER GOVERNMENTAL JURISDICTION WHERE THE PRIVACY LAWS MAY NOT BE AS PROTECTIVE AS THOSE IN YOUR JURISDICTION. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES AND CHOOSE TO PROVIDE PERSONALLY IDENTIFIABLE INFORMATION TO US, WE MAY TRANSFER YOUR PERSONALLY IDENTIFIABLE INFORMATION TO THE UNITED STATES AND PROCESS IT THERE. YOUR CONSENT TO THIS POLICY FOLLOWED BY YOUR SUBMISSION OF SUCH PERSONALLY IDENTIFIABLE INFORMATION REPRESENTS YOUR AGREEMENT TO THAT TRANSFER.
28. NON--PERSONALLY IDENTIFIABLE INFORMATION. We use Non--Personally Identifiable Information to display content according to your preference, analyze our App and Service traffic, trouble shoot, administer the App and Service, gather demographic information, comply with applicable law, and cooperate with law enforcement activities. Traffic and transaction information may also be shared with business partners and advertisers on an aggregate and anonymous basis. We may also share this Non--Personally Identifiable Information with our authorized third party service providers and partners to measure the overall effectiveness of our App, Service, content, and programming.
29. PARTNERS. We may disclose or share Non--Personally Identifiable Information with partners, affiliates, and advertisers. In some examples, we may share aggregated demographic information (which does not include any Personally Identifiable Information) with third party

service providers that help us analyze our business. We also use third party service providers to track and analyze Non--Personally Identifiable usage and volume statistical information from our users to administer our App and improve its quality. We may also publish this information for promotional purposes or as a representative audience for advertisers. Please note that this is not Personally Identifiable Information, only general summaries of the activities of our users. Such data is collected on our behalf, and is owned and used by us.

30. **DISCLOSURE OF INFORMATION.** We may disclose information, including potentially Personally Identifiable Information, if required to do so by law or in the good--faith belief that such action is necessary to:
- a. conform to the edicts of the law or comply with legal process served on Company or its parent company, subsidiaries, or affiliates;
  - b. protect and defend the rights or property of Company of the users of the App or Service; and
  - c. act under exigent circumstances to protect the safety of the public or users of the App or Service; or
  - d. to enforce or apply the Policy or our Terms of Service.
31. **BUSINESS TRANSFER.** Information is a business asset. Company may sell, transfer or otherwise share some or all of its assets, including your Personally Identifiable Information, in connection with a merger, acquisition, reorganization, or sale of assets or in the event of bankruptcy. The privacy policy of the resulting company would govern the use of that information.
32. **UPDATING INFORMATION.** You may update your own Personally Identifiable Information that is editable on your account on our App or used through our Service. Unfortunately, we do not maintain any procedures for you to review or request changes to the Non--Personally Identifiable Information or other Personally Identifiable Information that we collect through your interaction with our Service but not directly through an accessible form. Because we keep a record of all transactions, you CANNOT DELETE INFORMATION associated with PAST TRANSACTIONS of the App or by using the Service. Additionally, copies of data may temporarily retain information about users as a regular course of Company's data protection and disaster prevention and recovery practices.
33. **ANTI-PHISHING.** Identity theft and the practice currently known as "phishing" are of great concern to Company. Safeguarding information to help protect you from identity theft is a top priority. Company does not and will not, at any time, request your credit card information or financial account information, your account ID, password, or national identification numbers in a unsecure or unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission's website at <http://www.ftc.gov>.
34. **SECURITY.** The App has industry standard security measures in place to prevent the loss, misuse, and alteration of the information that we obtain from you. We recommend that you maintain strict and confidential passwords for your account at all times.
35. Beyond our reasonable efforts to maintain security measures, we cannot make assurances about any loss or misuse to you or any third party arising out of any breach of security or loss, misuse, or alteration of information.

36. **THIRD PARTY WEBSITES.** The App may contain links to other websites. If you choose to visit other websites, we are not responsible for the privacy practices or content of those other websites, and it is your responsibility to review the content and privacy policies at those websites to confirm that you understand and agree with their policies. We ask that you do not click on any suspicious links or advertisements and promptly report to us if you encounter any suspicious content.
37. **NOTICE OF PRIVACY RIGHTS TO CALIFORNIA RESIDENTS.** California law requires that we provide you with a summary of your privacy rights under the California Online Privacy Protection Act (the “Act”) and the California Business and Professions Code. As required by the Act, we will provide you with the categories of Personally Identifiable Information that we collect through the App or Service and the categories of third party persons or entities with whom such Personally Identifiable Information may be shared for direct marketing purposes at your request. California law requires us to inform you, at your request:
  - a. the categories of Personally Identifiable Information we collect and what third parties we share that information with;
  - b. the names and addresses of those third parties; and
  - c. examples of the products marketed by those companies.
38. The Act further requires us to allow you to control who you do not want us to share that information with. To obtain this information, please send a request by email to [hello@piedparker.com](mailto:hello@piedparker.com).
39. When contacting us, please indicate your name, address, username, email address, and what Personally Identifiable Information you do not want us to share with affiliated businesses or marketing partners. The request should be sent to the attention of our legal department, and labeled “California Customer Choice Notice.” Please allow 30 days for a response. Also, please note that there is no charge for controlling the sharing of your Personally Identifiable Information or requesting this notice.
40. **DEVICE PERMISSIONS.** Most mobile platforms (iOS, Android, etc.) have defined certain types of device data that apps cannot access without your consent, and these platforms have different permission systems for obtaining your consent. The iOS platform will alert you the first time our App wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that the App seeks before you first use the app, and your use of the App constitutes your consent. Occasionally, permissions we request will change over time.
41. **CONTACT.** If you have any questions about this Policy, please feel free to contact us at [hello@piedparker.com](mailto:hello@piedparker.com)

## Referral Fees

1. Users may refer friends and other third parties through the application. A user attempting to refer a third party will receive a unique referral code to send to the third party. When the third party signs up using the referral code, the user that referred that third party (“referring party”) will receive ordinarily (any applicable promotional rate notwithstanding) up to 5% of the

revenue (“referral fee”) that the third party receives from Parking Spaces that the third party lists; this 5% comes from Pied Parker’s share of the revenue, not the third party’s share of the revenue. In other words, for ordinary transactions (not subject to a promotional rate), a Lister will receive 75% of revenue and Pied Parker will receive 25%. If the Lister were referred by a referring party, then the lister will receive 75%, the referring party will receive 5%, and Pied Parker will receive 20%. Pied Parker reserves the right to adjust the referral rate in the future.

2. These referral amounts generated should be sent to your bank account at the end of each month using the bank account information you provided. If you do not receive payment, you may need to update your bank account information with us if you have not done so. Monthly summaries including referral amounts should be sent to the email you listed at sign-up.

## Taxes

1. Tax regulations may require us to collect appropriate tax information from our Users, or to withhold taxes from payouts to Users. For instance, IRS regulations may require that we collect an IRS Form W-9 from certain US Users, and an appropriate IRS Form W-8 (e.g. Form W-8BEN) from certain non-US Users, especially ones with at least one Listing in the United States.
2. Listers are solely responsible for keeping the information in their tax forms current, complete, and accurate. If you as a Lister fail to provide us with documentation that we determine to be sufficient to alleviate our obligation (if any) to withhold taxes from payments to you (e.g., if you are a Lister within the United States and you fail to provide us with a completed IRS Form W-9 that ), we reserve the right in our sole discretion to freeze all payouts to you until resolution, to withhold such amounts as required by law, or to do both.
3. Depending on the governing jurisdiction, Listers may be required to pay additional parking provider taxes in addition to ordinary income taxes for revenue generated from listed Parking Spaces. Please check your local, state, and federal tax laws for further information.
4. Unless otherwise stated, you are responsible for any taxes or duties associated with your share of the sale of the services and reservations, including any related penalties or interest.
5. You will pay Pied Parker for the services without any reduction for Taxes. If Pied Parker is obliged to collect or pay Taxes, the Taxes will be invoiced to you. Upon receiving an invoice, you may provide Pied Parker with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged. If you are required by law to withhold any Taxes from your payments to Pied Parker, you must provide Pied Parker with an official tax receipt or other appropriate documentation to support such payments.
6. You are also responsible for taxes related to income generated from referral fees (collectively “Taxes”). Referral amounts may be included on monthly summaries sent to the email you listed at sign-up.
7. Nothing in this section should be construed as tax advice or legal advice, and should not be taken as to apply to any individual case or situation. We recommend that you seek tax advice from your own tax adviser.

## Cancellations and Refunds

1. You agree to abide by the policies regarding cancellation included in this agreement. If you are a Parker, you must agree to the cancellation policy of this agreement in addition to the cancellation policies of the **Parker Agreement** and the **Parking Space License Agreement**. If you are a Lister, you must agree to the cancellation policy of this agreement in addition to the cancellation policies of the **Lister Agreement** and the **Parking Space License Agreement**.
2. Reservations are currently On-demand, commence immediately, and thus cannot be cancelled before the start of a reservation.
3. If you are unsatisfied with the condition of a Parking Space, you may report the conditions of the Parking Space to [hello@piedparker.com](mailto:hello@piedparker.com). Pied Parker will investigate the matter and determine if a refund is appropriate.
4. If a Parking Space is of a condition such that it may render the Parking Space unsafe or impossible to enter, exit, or otherwise navigate, you may indicate that the Parking Space has become unavailable through the App. If you indicate that the Parking Space has become unavailable, we will attempt to refund your purchase and the matter will be investigated.
5. If a Lister removes a Parking Space from the App while the Parking Space is occupied by a Parker during a current booking, the Parker may not extend the booking, and must depart the Parking Space by the end of the period of booking availability, which may be up to 24 hours currently.
6. The maximum period of booking availability is currently 24 hours; the Parker can select “depart” and rebook the Parking Space before the end of a period of booking availability as long as the Parking Space is still listed as available by the Lister and is not booked by another Parker.

## Compliance with Intellectual Property Laws

1. When accessing the App or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the App is at all times governed by and subject to laws regarding copyright, trademark, trade secret, rights of publicity, and patent ownership, and all other forms of intellectual property.
2. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or Content in violation of any third party’s copyrights, trademarks, trade secrets, rights of publicity, patents, and other intellectual property or proprietary rights. You agree to abide by laws regarding copyright, trademark, trade secret, rights of publicity, and patent ownership, and all other forms of intellectual property, and you agree that you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted through your use of the App or the Service.
3. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.
4. You agree that you will maintain all copyright notices, information and restrictions contained in any Content accessed through the Service or App for Content provided by us, our partners, or users. Company has in place legally mandated procedures regarding allegations of copyright

infringement occurring on the App or with the Service. Company has adopted a policy that provides for the immediate suspension or termination of any App or Service user who is found to have infringed on the rights of the Company and/or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention.

5. Pied Parker complies with the notice and takedown procedures defined in section 512(c) of the Digital Millennium Copyright Act ("DMCA"), which applies to content reported and removed for infringing United States copyrights. Submitting a claim of copyright infringement is a serious matter with legal consequences. Before you report a claim of copyright infringement to us, you may want to reach out to the person posting the content. You may be able to resolve the issue simply by bringing it to their attention without contacting us at all.
6. If you are not sure whether the content you are reporting is infringing your legal rights, you may want to seek legal guidance. Keep in mind that submitting intentionally misleading reports of infringement may be punishable under the Digital Millennium Copyright Act (DMCA) in the United States or similar laws in other countries.
7. If you have evidence, know, or have a good faith belief that your right has been violated, and you wish for the Company to delete, edit, or disable the material in question, you must provide the Company with all of the following information:
  - a. Your complete contact information (full name, mailing address, and phone number). Note that we regularly provide your contact information, including your name and email address, the name of your organization or client who owns the right in question, and/or the contents of your report to the person who posted the Content you are reporting. You may wish to provide a professional or business email address for contact by users;
  - b. A declaration that
    - i. You have a good faith belief that use of the copyrighted content described above, in the manner you have complained of, is not authorized by the copyright owner, its agent, or the law
    - ii. The information in your notice is accurate
    - iii. You declare, under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.
  - c. Your electronic signature or physical signature;
  - d. Identification of Content that you claim infringes your copyright; and
  - e. Identification of the copyrighted work that you claim has been infringed.
8. For the notification to be effective, you must provide it to the Company's designated agent at [legal@piedparker.com](mailto:legal@piedparker.com).
9. If your content was removed under the notice and counter-notice procedures of the DMCA, you will receive instructions about the counter-notification process, including how to file a counter-notification, in the warning we send you.
10. When we receive an effective DMCA counter-notification, we promptly forward it to the reporting party. If the reporting party does not notify us that they have filed an action seeking a court order to restrain you from engaging in alleged infringing activity related to the material in

question within 10-14 business days, we will attempt to promptly restore eligible content under the DMCA.

11. In rare instances, we may not be able to restore content due to technical limitations. In that event, we will send you an update letting you know you may repost the content to the App at your discretion. Restored content will not be counted against you if your account is ever reviewed for potentially violating our policies about repeat infringement.

### **Alleged Violations and Terminations of Use**

1. Pied Parker reserves the right to terminate your use of the Service and/or the App.
2. To ensure that the Company provides a high quality experience for you and for other users of the App and the Service, you agree that Pied Parker or its representatives may access your Account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the App or Service.
3. Pied Parker does not intend to disclose the existence or occurrence of such an investigation unless required by law, but reserves the right to terminate your Account or your access to the App and Service immediately, with or without notice to you, with or without cause, and without liability to you, effective immediately, if Company believes that you have violated any of the Terms, furnished Company with false or misleading information, or interfered with use of the App or the Service by others.
4. Termination may result in the forfeiture or destruction of all information associated with your account and any account balances. If you wish to terminate your account, you may do so by contacting us or through the Account settings. All provisions of the Terms, which, by their nature, should survive termination, include, but are not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### **Warranty Disclaimer and Limitations of Liability**

1. Pied Parker hereby disclaims all warranties. To the extent permitted by law, the App and Service are provided 'as is' and disclaims all warranties of any kind and there are no other express or implied warranties or conditions including hardware, systems, networks, environments or for merchantability, satisfactory quality, fitness of a particular purpose or non-infringement
2. You further waive, release, and hereby hold Pied Parker, including our officers, directors, shareholders, employees, agents, and assigns, harmless from any and all liability of every type arising out of your use of the App or Service, except liability arising out of our own gross negligence or willful misconduct.
3. You assume the risk of any and all damage or loss from use of, or inability to use, the App or the Service. Pied Parker does not warrant that the App or Service will meet your requirements for functionality or that the provision of the service will be uninterrupted or error-free, or that Pied Parker will correct all errors. You acknowledge that Pied Parker does not control transfer of data over communications facilities, including the Internet, and that the service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.



We are not responsible for any delays, delivery failures, or damage resulting from such problems.

4. We further do not warrant that the content provided by other users of the App is timely or accurate. We will make reasonable efforts to promptly remove posts in violation of the Terms, but have no control over what other Content users generate.
5. You acknowledge and agree that Pied Parker provides a platform for undertaking parking rental transactions, and that we have no individual control over users or Parking Spots; we cannot independently verify the identity, veracity, background, or other details of other users or Parking Spots, and we therefore make no claim or warranty for any user, based on any User Content, or the use of a Parking Spot.
6. Company has no control over, and no liability for, any third party websites or materials. Company works with a number of partners and affiliates and the App or Service may permit you to link to and otherwise interact with third party resources on the Internet. You agree to do so at your own risk. The App or Service may allow you to post location data or other content to these third party services. You acknowledge and agree that we do not control these third parties and that we are therefore not responsible or liable for the content, functions, accuracy, legality, appropriateness, performance or any other aspect of these partners, their affiliate sites and resources. Company assumes no responsibility for unintended, objectionable, inaccurate, misleading or unlawful content that may be included on those sites or resources. Similarly, from time to time, in connection with your use of the App, you may have access to content items, including but not limited to, websites that are owned by third parties. Any such use does not imply our endorsement or any association between us and the third party services. You acknowledge and agree that Company makes no guarantees about, and assumes no liability or responsibility for, the accuracy, currency, content, or quality of this third party content, and that unless expressly provided otherwise, these Terms shall govern your use of any and all third party content.

## **Prohibited Uses**

1. Pied Parker imposes certain restrictions on your permissible use of the App and the Service.
2. You are prohibited from using data mining, robots, or other similar data gathering and extraction tools to collect usernames, email addresses, photos, or other User Content for the purposes of sending unsolicited email or for any other use. You are prohibited from using the App or Service to send unsolicited communication, including, but not limited to, promotions and advertisements for products or services.
3. You may not falsely represent that you have departed a Parking Space before you have actually begun departure from the space. Remaining in a Parking Space beyond a 5 minute period following your scheduled departure may result in a penalty up to three times the rate of charge for the Parking Space for the duration of your continued occupancy.
4. You are prohibited from violating, or attempting to violate, subvert, or exploit, any security features of the App or Service, including, without limitation:
  - a. Accessing content or data not intended for you, or logging into a service or Account that you are not authorized to access;

- b. Attempting to probe, scan, or test the vulnerability of the Service, the App, or any associated system or network, or to breach security or authentication measures without proper authorization;
  - c. Interfering with or attempting to interfere with service to any user, host, or network, including, but not limited to, by submitting a virus to the App or Service or by overloading, flooding, spamming, mail bombing, or crashing the App or Service;
  - d. Foregoing any TCP/IP packet header or any part of the header information in any communication or in posting Content;
  - e. Attempting to modify, reverse-engineer, decompile, disassemble, decipher, or otherwise reduce or attempt to reduce to a human-perceivable form, any of the source code used by Pied Parker in providing the App or Service or underlying ideas or algorithms of any part of the App or Service;
  - f. Modify, translate, or otherwise create derivative works of any part of the App or Service; or
  - g. Copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.
5. ANY VIOLATION OF SYSTEM OR NETWORK SECURITY OF THE APP OR SERVICE MAY CONSTITUTE A VIOLATION OF LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, THE COMPUTER FRAUD AND ABUSE ACT UNDER 18 U.S.C. § 1030. PENALTIES FOR VIOLATION MAY INCLUDE A FINE OR IMPRISONMENT FOR NOT MORE THAN TWENTY YEARS. PIED PARKER RESERVES THE RIGHT TO REPORT ANY VIOLATIONS TO LOCAL, STATE, OR FEDERAL AUTHORITIES FOR YOUR UNLAWFUL MISCONDUCT.
6. We further reserve the right to pursue civil action for your violation of system or network security, including, but not limited to, the right to seek compensatory damages and injunctive relief under 18 U.S.C. § 1030.
7. We reserve the right to terminate without notice your use of the App and/or Service without limiting any other rights and remedies we may have.

### **Reporting Misconduct**

1. In the event that something inappropriate, offensive, disturbing, threatening, or potentially criminal occurs during the course of activities relating to the App or Service, including, but not limited to, vandalism, littering, reckless or drunk driving, or other more serious criminal activities, we request that you immediately report such activity to the local police.
2. We request that, in any incident in which police are contacted, that you forward us information related to the event, including:
  - a. The name of the police station reported to;
  - b. The police report number;
  - c. The date and approximate time of the incident;
  - d. The names of the party involved; and
  - e. Any other important facts to [legal@piedparker.com](mailto:legal@piedparker.com).

3. We request this information for the purpose of evaluating the App and Service, reviewing the Listers, Parkers, and Parking Spots involved. Regardless, receiving a report does not obligate us to take legal action or constitute an agreement to incur any liability or undertake any action.
4. In the event that any Content is posted which violates our “Content and User Content” permissible by these Terms, or any other policy or agreement of Pied Parker, we ask that you flag such activity or report the activity to [legal@piedparker.com](mailto:legal@piedparker.com).

## Indemnification

1. You agree to indemnify, defend, and hold Pied Parker, its parents, subsidiaries, affiliates, shareholders, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, consultants, and representatives of each of them, harmless, including costs, liabilities, and legal fees (including, but not limited to, any reasonable attorney’s fees and costs), from any claim or demand made by any third party arising out of or relating to:
  - a. your access to or use of the App or Service
  - b. your misuse of the App or Service;
  - c. your violation of the Terms;
  - d. your identity in the App or Service;
  - e. your acts of infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity.
2. Pied Parker reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.
3. These indemnification terms apply to any tax liability as well.
4. You further agree to indemnify and hold harmless the Company from any claim asserted against you from any other user of the App or Service, and to indemnify and hold harmless Company from any damage incurred for any reason that proximately or actually flows from use of the App or Service.
5. You agree not to settle any such matter without the prior written consent of Pied Parker.
6. Pied Parker will use reasonable efforts to notify you of any such claim, loss, liability, demand, action, or proceeding in which indemnity is required upon becoming aware of it.

## Choice of Law and Venue

1. These Terms shall be construed in accordance and governed by the laws of the United States and the State of California, as well as any claim, cause of action or dispute that might arise between you and Pied Parker (a “Claim”), without regard to conflict of law provisions.
2. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SANTA CLARA COUNTY, CALIFORNIA.

## Right to Intervene

1. We are not responsible for your interactions with other Listers or Parkers. We reserve the right, but have no obligation, to act as an intermediary in the event of any dispute.
2. You acknowledge and agree that we will incur no liability simply by virtue of acting as an intermediary.

### **Severability**

1. If, for whatever reason, a court of competent jurisdiction finds any section of this agreement or subsection, term, or condition in these Terms to be unenforceable, all other conditions will remain unaffected and in full force and effect.
2. No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any provisions thereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

### **Limited License**

1. We grant you a limited license to access and make use of the App, but not to modify it, or any portion of it, reproduce it, distribute it, or store it for non-personal use, except with our express written consent.
2. Nothing contained in the App or through the Service should be understood to grant you a license to use any of the trademarks, service marks, logos, copyrights, patents, and trademarks by Pied Parker or any of its affiliates, except insofar as to make use of the App and Service for personal use, we grant each user of the Service and App a worldwide, non-exclusive, non-sublicensable, and non-transferrable license for such use.

### **Mergers & Acquisitions**

1. We, in some cases, may choose to buy or sell business assets. In these transactions, user information is typically one of the transferred business assets. Moreover, if we, or substantially all of our assets, were acquired, or if we go out of business or enter bankruptcy, user information would be one of the assets that is transferred or acquired by a third party.
2. You acknowledge that such transfers may occur, and that any acquirer of us or our assets may continue to use your Account as set forth in this policy.

### **Arbitration**

1. You and Pied Parker agree that any dispute, claim, or controversy arising out of, or relating to, these Terms or the existence, breach, termination, enforcement, interpretation, or validity thereof, or your access to or use of the App or Service at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Pied Parker, and not in a court of law.
2. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the parties. YOU

ACKNOWLEDGE AND AGREE THAT YOU AND PIED PARKER ARE EACH HEREBY WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

3. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association.
4. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

### **California Use Only**

1. The App and Service are controlled and operated by Pied Parker from its offices in the State of California. Company makes no representation that any of the materials or services which are made accessible are available or appropriate for use in other locations currently. Your use of or access to the App should not be construed as purposeful avilment of benefits or privileges associated with doing business in any state or jurisdiction other than California.

### **Relationship**

1. No agency, partnership, joint venture, legal person, association, legal entities, or employment relationship is created as a result of these Terms. It is not the purpose or intention of this agreement to create any such relationship whereby any party shall be held liable for the commissions or omissions of any other party.

### **Contact Information:**

Pied Parker

E-mail: [hello@piedparker.com](mailto:hello@piedparker.com)

### **Entire Agreement; Modifications**

1. The Parties agree that this Agreement is the ENTIRE AGREEMENT between the parties. This Agreement OVERRIDES AND REPLACES all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of the Terms.
2. Company may, in its sole discretion and without prior notice, (a) revise these Terms; (b) modify the App and/or Service; and (c) discontinue the App and/or Service at any time. Company shall post any revision to these Terms to the App, and the revision shall be effective immediately on such posting.
3. You agree to review these Terms and other online policies posted on the App, which will be updated periodically. You agree that, by continuing use or access of the App or Service,

following any notice of such revisions, you shall abide by the updated Terms. Changes are effective immediately, but do not apply retroactively.

### **The Terms are Not Legal Advice**

1. Nothing in the Terms should be construed as tax advice or legal advice, and should not be taken as to apply to any individual case or situation.
2. The information contained in the Terms is not intended to create, and receipt or reading of these Terms does not constitute, an attorney-client relationship.
3. You are encouraged to contact an attorney for legal advice concerning any tax information, or any other legal matter arising from use of the App or Services.