



## Terms of Use

### Introduction

Welcome to Package Concierge®! Package Concierge Inc. has developed technology to automate package management in apartment communities and provide subscribers 24/7 access to their packages (the “Services”). These Services are provided under the trade name Package Concierge® and are described in greater detail on the Package Concierge® web site, [www.packageconcierge.com](http://www.packageconcierge.com) (the “Site”). By Registering, Subscriber is acknowledging their wish to utilize the Services provided through the Site and agreeing to these Terms of Use.

### Access

Upon acceptance of the Terms of Use, Package Concierge® will grant Subscriber access to use the Services in accordance with this Agreement. Access to use the Services by each Subscriber may not be shared or used by more than one individual. Any unauthorized access to the Services, or other abuse or impermissible activity on the Package Concierge® Site or in connection with the Package Concierge® Services, may result in immediate suspension or termination of Subscriber account. Subscriber will promptly notify Package Concierge® of any unauthorized use of the Services in breach of this Agreement, any unauthorized use of accounts, or any other known or suspected breach of security.

**YOUR ACCESS TO, USE OF AND BROWSING OF THE WEBSITE AND THEIR CONTENTS ARE SUBJECT TO ALL TERMS CONTAINED IN THESE TERMS OF USE AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOUR PERMISSION TO ACCESS OR USE THE WEBSITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.**

Package Concierge® may revise these Terms of Use from time to time without prior notice. Subscriber should visit the Package Concierge® website periodically to review these Terms of Use, which are binding whenever you use the Services.

### Data Confidentiality

Package Concierge® shall store Subscriber data on its servers and use such technologies generally used in the trade to prevent unauthorized access to Subscriber data. Package Concierge® requires all Subscribers to connect using a secure connection of HTTPS protocol. All data submissions require the client to send a secure validation key to prevent cross site scripting attacks. No billing information is stored on Package Concierge® servers and all secure user inputs (i.e. passwords) are stored in an encrypted or obfuscated format. Package Concierge® restricts access to Subscriber data only to its employees and affiliates. Package Concierge® shall not be liable in the event the technologies it uses to prevent unauthorized access to Subscriber data fail to prevent such access, nor shall Package Concierge® be liable for any loss that Subscriber may incur as a result of a third party’s use of Subscriber information. Package Concierge® does not guarantee the security of any information transmitted to or from Subscriber over the internet, including through the use of email.

Subscriber acknowledges that Package Concierge® may use Subscriber data to operate and administer the System. Package Concierge® agrees that it will treat such information as confidential. In addition, Package

Concierge® may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes, and will only disclose Subscriber data as necessary to perform the services outlined.

If Subscriber data is required to be disclosed in response to a lawful request, or as otherwise required by law, then the foregoing provisions of confidentiality shall be waived by the parties. In the event of such a disclosure Package Concierge® shall provide prompt notice thereof to Subscriber.

## **Fees and Payment**

Package Concierge® may charge fees for use of the Services, including Registration, Storage and Monthly Subscription Fees (the “Subscription Fees”). Package Concierge® reserves the right to change the Subscription Fees at any time, in its sole discretion. In the event of an increase to the Subscription Fees, Package Concierge® shall notify Subscriber via e-mail (to the address provided by Subscriber and set forth in the user account) at least 30 days prior to the effective date of such increase. All fees will be charged directly to Subscriber credit card. Subscriber agrees to provide Package Concierge® with complete and accurate billing and contact information at all times. This information includes Subscriber’s name, address, e-mail address, telephone number and credit card information. All fees are payable in U.S. dollars. Subscriber may cancel at any time but will remain liable for any charges accrued up to that time, including full monthly charges for the month in which the subscription ends.

## **Text Alert Service**

By enrolling in and using the Text Alerts Service, you agree to receive text messages containing Package Delivery Information at your telephone number. You agree to provide a telephone number for receiving the Package Delivery Information, and to notify us if this telephone number changes. You agree not to use the Text Alerts Service in a manner inconsistent with any applicable law or regulation.

You are responsible for the installation, maintenance, operation, and costs of the hardware, software, and services necessary to use the Text Alerts Service, including all message, data, or other telecommunications charges from your mobile provider incurred by your use of the Text Alerts Service. We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of the Text Alerts Service.

## **Intellectual Property**

The Site, Services, and its Contents (“Package Concierge IP”) are owned by Package Concierge Inc. and protected by U.S. and international copyright, trademark, service mark, patent and/or other proprietary rights and laws. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring to Subscriber any license or right under any applicable intellectual property laws. No part of the Package Concierge IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in this Agreement. Subscriber shall not take any action that shall interfere with or diminish Package Concierge’s right in any of the Package Concierge IP.

## **No Bailment**

The Subscriber acknowledges and understands that no bailment is created by this Agreement. Package Concierge® is not a bailor or warehouseman in the business of storing goods. Package Concierge® is not engaged in the business of storing contents and does not agree to provide protection for any packages or personal property of Subscriber. Package Concierge, the Property Owner or any Property Manager exercises neither care, custody nor control over Subscriber’s property delivered to the automated package delivery systems.

## **Prohibited Use**

Package Concierge® reserves the right to determine what types of conduct it considers to be inappropriate use of the Services. In the case of inappropriate use, Package Concierge may take such measures as it determines in its sole discretion.

## **Suspension and Termination**

Package Concierge® reserves the right to suspend access to its Services if Subscriber's payment of Subscription Fees is more than fifteen (15) days late. In no case will Package Concierge® be liable to Subscriber for any refund or damages arising out of a suspension and, if applicable, subsequent termination.

## **Disclaimer of Warranties**

Package Concierge® will make commercially reasonable efforts to ensure a reliable operational environment and to provide timely correction of any interruptions. Package Concierge® shall not be responsible for: Network errors outside of the control of Package Concierge® or agents of Package Concierge®; Server errors and limitations set by third-party service providers; Planned maintenance; Outages resulting from the actions of Subscriber other than through normal use of the Site or Services; and Any other unavailability caused by circumstances beyond the reasonable control of Package Concierge®, including, without limitation, acts of God, acts of government, floods, fires, earthquake, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks.

The Site and Services are provided on an "as is" and "as available" basis, and, unless otherwise stated in this Agreement, Package Concierge® expressly disclaims all warranties, including the warranties of merchantability, and fitness for a particular purpose and non-infringement. Package Concierge® disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to (a) any errors in or omissions from this Site and Services; (b) the unavailability of this Site, Services, or any portion thereof; (c) Subscriber's use of this Site or Services; or (d) Subscriber's use of any equipment or software in connection with the Site or Services.

IN NO EVENT SHALL PACKAGE CONCIERGE®, THE PROPERTY OWNER AND PROPERTY MANAGER, OR ANY OF THEIR SUBSIDIARIES AND AFFILIATES, ANY OTHER PARTY THAT PROVIDES EQUIPMENT, SOFTWARE, OR SERVICES FOR THE SERVICES, OR ANY OF THEIR MANAGERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, OR SUBCONTRACTORS BE LIABLE TO YOU FOR ANY LOSS INCLUDING, WITHOUT LIMITATION LOSS OF DATA, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TEXT ALERTS SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. YOU AGREE TO HOLD PACKAGE CONCIERGE®, THE PROPERTY OWNER AND PROPERTY MANAGER, OR ANY OF THEIR AFFILIATES OR SUBSIDIARIES, HARMLESS FOR ANY SUCH LOSS, INJURY, OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

## **Indemnification**

You agree to indemnify, defend, and hold Package Concierge®, the property owner and property manager and/or any of their subsidiaries and affiliates, and/or any other party that provides equipment, software, or services supporting the Service, and their managers, members, officers, directors, employees, agents, service providers, contractors, and subcontractors (collectively, “Indemnified Parties”) harmless from any loss, liability, claim, or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your use of Services in violation of this Agreement and/or arising from a breach of this Agreement and/or if your use of the Services causes Package Concierge® to be liable to another.

## **Assignment**

Subscriber may not assign this Agreement to any other party. Package Concierge® may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

## **Arbitration**

Either Package Concierge® or you may demand that any dispute between Package Concierge® and you about or involving the Services must be settled by arbitration utilizing the dispute resolution procedures according to Massachusetts laws, provided that the foregoing shall not prevent Package Concierge® from seeking injunctive relief in a court of competent jurisdiction. All disputes between Package Concierge® and Subscriber shall be resolved in Suffolk County in the State of Massachusetts.

## **Governing Law**

These Terms and Conditions are governed by federal law and the substantive laws of the State of Massachusetts, without regard to principles of conflict of law or choice of law. If any provision of these Terms of Use is determined to be void or unenforceable, in whole or in part, by a court having jurisdiction, it shall be severable from all other provisions and shall not affect or impair the validity of any other provisions of these Terms of Use. Each provision of these Terms of Use is deemed to be separate and distinct. The captions in these Terms of Use are for convenience only and are not intended to affect the meaning or interpretation of these Terms and Conditions.

## **Contacting Package Concierge**

You may contact Package Concierge® at 266 Main Street, Medfield, Massachusetts 02052. You may also email us at [info@packageconcierge.com](mailto:info@packageconcierge.com) or call us at 888-989-7225.