

## Terms of Use -- Residents

Last Modified: July 18, 2018

### Acceptance of the Terms of Use

These terms of use (these "**Terms of Use**") are entered into by and between you and Package Solutions, Inc. ("**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference, govern your access to and use of our websites, applications, content, functionality and services (collectively, the "**Service**").

Please read the Terms of Use carefully before you start to use the Service. **By clicking on the "I AGREE" button during registration, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy found at <http://packagesolutions.com/privacy>, incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Service.

### Eligibility

This Service is offered and available to users who are 18 years of age or older, who reside in the United States or any of its territories or possessions, and who are registered residents of an apartment community where the property owner or manager has agreed that we may provide the Service. By using the Service, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you are not eligible to be an Authorized User.

### The Service

The Service is an automated package management system for delivery and retrieval of packages intended for residents at select apartment communities. The Service is intended to handle packages delivered by commercial couriers, carriers, and package delivery companies to those apartment communities.

If the property owner or manager (the "Property Manager") for your apartment community has agreed that we may provide the Service to your apartment community, your packages will be physically delivered and retrieved at a dedicated, controlled access package room (the "Package Room") that is located on apartment community property. The Package Room is managed by the Property Manager.

Each eligible adult resident within your household must register for an account in order to use the Service and receive packages at the Package Room (each such adult resident who registers is referred to in these Terms of Use as an "Authorized User"). Adult residents within your household who do not register for an account are not authorized to use the System and should not instruct delivery companies to deliver

packages to your home address. As an Authorized User, you may also manage package delivery for minors (and pets) in the same household.

You acknowledge that we are not in the business of storage of goods or packages, and we do not provide security, oversight, or care for any packages, goods or property. No bailment is created by these Terms of Use or any other agreements between us, nor by performance of the Service. **ALTHOUGH WE OPERATE THE SERVICE, WE DO NOT MAKE DELIVERIES OR SHIPMENTS TO THE PACKAGE ROOM OR MANAGE THE PACKAGE ROOM, AND WE ARE NOT LIABLE FOR ANY DEFECT, RETURN, OR PROBLEM OF ANY KIND FOR ANY PACKAGES SHIPPED OR RECEIVED.**

### **Accessing the Service**

We reserve the right to withdraw or change the Service and any element or offering thereof, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time-to-time, we may restrict access to some parts of the Service, or the entire Service, to users, including Authorized Users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.
- Providing the correct spelling of your name, any nickname or alternative name that may be used on packages addressed to you, and the names of any minors (or pets) in your household to whom packages may be addressed.
- Providing a valid credit card number for our use in connection with authorized charges to your account as set forth in these Terms of Use.
- Ensuring that all persons who access the Package Room through your account (your “Authorized Representatives”) are aware of these Terms of Use and comply with them. You are solely responsible for the conduct of your Authorized Representatives and any damage they may cause to the Package Room or the packages of others.

We have invested considerable resources in developing algorithms that match package addressees to intended recipients. However, we are not responsible for delivery problems or returns caused by partial or full name mismatches, packages addressed to non-registered adults in your household, or packages addressed to minors (or pets) that are not on record. **YOUR PROPERTY MANAGER HAS THE RIGHT TO ESTABLISH THE POLICY ON ALL PACKAGE DELIVERIES TO YOUR APARTMENT COMMUNITY. AMONG OTHER THINGS, THE PROPERTY MANAGER MAY CHOOSE TO HANDLE PACKAGE EXCEPTIONS BY INSTRUCTING THE DELIVERY COMPANY TO RETURN PACKAGES TO THE SENDER, OR MAY HOLD YOUR PACKAGES PENDING VERIFICATION FROM YOU (AND MAY CHARGE ADDITIONAL FEES FOR SUCH SPECIAL HANDLING). FOR FURTHER INFORMATION REGARDING YOUR**

## **COMMUNITY POLICIES REGARDING DELIVERY OF PACKAGES TO THE PACKAGE ROOM, PLEASE CONTACT YOUR PROPERTY MANAGER.**

### **Credit Card Authorization**

By providing your credit card details to us, you authorize Package Solutions, Inc. to charge that credit card as follows: **a monthly, quarterly, or annual recurring fee for use of the Service, and non-recurring charges relating to late fees, shipping or other fees, as provided in our agreement with your Property Manager. If required by our agreement with your Property Manager, we will give you prior notice of any automatic annual renewal of your enrollment for use of the Service.**

### **Account Creation and Security**

To access the Service or some of the resources it offers, you will be asked to provide certain registration details and other information. It is a condition of your use of the Service that all the information you provide is correct, current and complete. You agree that all information you provide to register with this Service or otherwise is governed by our Privacy Policy <http://packagesolutions.com/privacy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

In order to use the Service, you must choose a password. It is your responsibility to keep your password and other account details confidential, and you must not disclose such information to any other person or entity. You also acknowledge that your account is personal to you, and you agree not to provide any other person with access to this Service or any of your account details. When a package is delivered to the Package Room addressed to you, or when you wish to do a package return or shipment from the Package Room, the Service will issue a unique access code permitting access to the Package Room for that particular transaction. You may provide that access code to your Authorized Representative to access the Package Room on your behalf. **You agree to notify us immediately of any unauthorized access to or use of your password, any access code issued to you, or any other breach of security.** You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, or access code, whether chosen by you or provided by us, at any time if, in our opinion, you or any Authorized User have violated any provision of these Terms of Use.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Service thereafter.

Your continued use of the Service following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time-to-time so you are aware of any changes, because they are binding on you.

## **License Grant**

In the course of using the Service, you will be given access to our proprietary application software (the “Application”) via computer and/or mobile device. Subject to these Terms of Use, we grant you a limited, non-exclusive, and nontransferable license to access, download, install, and use the Application on one or more computers and/or mobile devices owned or otherwise controlled by you (each an “Access Device”), and to use the Application on such Access Devices solely in connection with your access to and use of the Service, for your personal, non-commercial purposes.

You covenant and agree that you shall not:

- copy the Application, except as expressly permitted by this license grant;
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

## **Intellectual Property Rights**

You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. We reserve and retain our entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Use.

## **Trademarks**

The Company name, Package Solutions, Inc., the marks PACKAGEROOM and HELLO PACKAGE<sup>SM</sup>, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the

Company. All other names, logos, product and service names, designs and slogans on this Service are the trademarks of their respective owners.

### **Conduct while using the Package Room**

The Package Room is designed to be a self-service facility. You can play a significant role in keeping the Package Room and its contents secure and free from damage. Accordingly, you agree that you will take reasonable care not to cause damage to the Package Room or any associated equipment, and you agree to abide by the following rules and regulations regarding use of the Package Room (in addition to any other rules and regulations established by the Property Manager):

- You will not enter or attempt to access the Package Room without a valid access code (even if you have received notice that a package has been delivered for you).
- You will not tamper with the access panel, shelves, cameras, security door, or other equipment used in or outside the Package Room.
- You will not give your access code to anyone other than your Authorized Representatives who have a need to have it in order to pick up, return, or ship a package on your behalf.
- You will not allow others to enter the Package Room when you use your access code (i.e., no tailgating) or let someone else in to the Package Room.
- You will not leave your children unattended in the Package Room.
- You will not bring pets into the Package Room.
- You will not bring food or drink in the Package Room, and you will not smoke in the Package Room.
- You will not knowingly use the Package Room to send or receive any illegal substances, hazardous, corrosive, or dangerously inflammable materials, or any other materials that are prohibited by delivery company rules and regulations or by law.
- You will immediately report any suspicious activity in or around the Package Room to the Property Manager.

### **Prohibited Uses of the Service**

You may use the Service only for lawful purposes and in accordance with these Terms of Use. You are not permitted to use the Service to ship or receive any materials except for your personal non-commercial use.

You agree not to use the Service:

- To conduct an e-commerce business.

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of goods, data, software or technology to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way.
- To impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with or designed to appear associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm us, the Property Manager, or users of the Service or members of the public or expose them to liability.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Application.
- Use any robot, spider or other automatic device, process or means to access the Application for any purpose, including monitoring or copying any of the material on the Application.
- Use any device, software or routine that interferes with the proper working of the Application, the Service, or the Package Room.
- Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt operation of the Service or the Package Room, or the server on which the Application is hosted.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Service or the Package Room.

**Disclaimer of Warranties**

YOU AGREE TO USE THE SERVICE AND THE PACKAGE ROOM ENTIRELY AT YOUR OWN RISK. WE DO NOT WARRANT THE SAFETY, INTEGRITY, TIMELINESS, DELIVERY, SUITABILITY OR ANY OTHER ASPECT OF THE SERVICE OR THE PACKAGE ROOM, OR ANY PACKAGE, GOOD, ITEM OR OTHER MATERIAL SHIPPED OR RECEIVED USING THE SERVICE OR THE PACKAGE ROOM.

YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE SERVICE WILL BE AVAILABLE FOR USE AT ALL TIMES OR THAT THE APPLICATION WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. THE SERVICE AND THE APPLICATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE, NOR THE PROPERTY MANAGER, NOR ANY PERSON ASSOCIATED WITH EITHER OF US, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, USEABILITY, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE, THE APPLICATION, OR THE PACKAGE ROOM. WITHOUT LIMITING THE FOREGOING, NEITHER WE, NOR THE PROPERTY MANAGER, NOR ANYONE ASSOCIATED WITH EITHER OF US REPRESENTS OR WARRANTS THAT THE SERVICE OR THE APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE, THE APPLICATION, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

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

**Limitation on Liability**

IN NO EVENT WILL WE, NOR THE PROPERTY MANAGER, NOR ANY OF RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS ,BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE APPLICATION OR THE SERVICE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND INCLUDING BUT NOT LIMITED TO, LOSS OF PROPERTY, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

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

**Indemnification**

You agree to defend, indemnify and hold harmless us, and the Property Manager, and our respective affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Service, including, but not limited to, any use of the Application or the Services, and the packages managed through them in any manner other than as expressly authorized in these Terms of Use.

### **Governing Law and Jurisdiction**

All matters relating to the Service and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in the City of Atlanta and County of Fulton. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At our sole discretion, we may require you to submit any disputes arising from the use of the Application or the Service, or under these Terms of Use, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Georgia law.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE APPLICATION OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver of by us of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such



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

### **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Application and the Service, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Application and the Service.

### **Your Comments and Concerns**

This Service is operated by Package Solutions, Inc., P.O. Box 190653, Atlanta, GA 31119.

All notices of copyright infringement claims should be sent to the copyright agent at [support@packagesolutions.com](mailto:support@packagesolutions.com) with the subject line “Notice of Copyright Infringement.”

All other feedback, comments, requests for technical support and other communications relating to the Service should be directed to: [support@packagesolutions.com](mailto:support@packagesolutions.com).

### **Notices**

You agree that we may send to you in electronic form any renewal notices, billings, privacy, or other notices, disclosures, reports, documents, communications or other records regarding the Service (collectively, “Notices”). We can send you electronic Notices (1) to the e-mail address that you provided to us during registration, or (2) by posting the Notice on the Service. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the Service.