

# The Orchard HOA Digital Terms of Use

## Q1 2024

Welcome to The Orchard Homeowners Association (a “PayHOA Website”). This website is owned by PayHOA, LLC but operated solely and exclusively by The Orchard Homeowners Association (“Company” or “we”).

The following Terms of Use, together with our Privacy Policy (collectively, "Terms & Conditions") govern your access to and use of the PayHOA Website, including any content (including document forms), functionality, and services offered on or through such website and platform.

As a user of this PayHOA Website, “you” refers to you as an individual and a prospective or current member of our association. By clicking to “accept” or “agree” to the Terms & Conditions, you represent and warrant that (i) you are at least 18 years of age, (ii) you have legal authority to enter into a legally binding obligation on whose behalf you are acting (where applicable), and (iii) you will only use this PayHOA Website for legitimate purposes.

When you check your acceptance of the Terms & Conditions, this creates a binding legal agreement between you and the Company. If you find these Terms & Conditions to be unacceptable, you must immediately terminate your use of this PayHOA Website.

We may update these Terms & Conditions at any time upon prior written notice (typically by email). Your continued use of this PayHOA Website after our written notice signals your acceptance to continue to be bound by these Terms & Conditions. If you find these updated Terms & Conditions to be unacceptable, you may not use this PayHOA Website.

1. Account Registration (or Deactivation) and Security
  - a. In order to utilize all the features of this PayHOA Website, you must create an account.
  - b. When you create an account, you will be asked to enter and verify an email address for a username. You understand that you may not (i) select or use an email address with the intent to impersonate another person; or (ii) use an email address that we, in our sole discretion, deem offensive.
  - c. It is a condition of your use of this PayHOA Website that all the information you provide on this PayHOA Website is true, current, and complete.
  - d. You will be responsible for maintaining the confidentiality of your password. 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.
  - e. You agree that all information you provide to register with this PayHOA Website is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. Registration done

through Apple and Google (where applicable) will be governed by their authentication policies.

- f. You agree not to share your account with any unauthorized person. If you share your account with a third person or authorize another person to use your account, you are solely responsible for any activity made through your account, whether or not such activities were known to you.
  - g. You shall notify us of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or account information.
2. Usage and Communications
- a. We reserve the right to withdraw or amend this PayHOA Website in our sole discretion without notice. We will not be liable if for any reason all or any parts of this PayHOA Website is unavailable at any time or for any period.
  - b. You may only use this PayHOA Website for your The Orchard Homeowners Association business and/or commercial use only pertaining to your community association.
  - c. You agree we may communicate with you for any purpose, including but not limited to community news, administrative purposes, and service announcements, through this PayHOA Website.
  - d. You understand that all communications between you and us that is conducted through this PayHOA Website may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
3. Your Usage of this PayHOA Website
- a. You understand that you must maintain separate copies (whether hard copies, digital copies, or both) of all documents you upload onto or download from this PayHOA Website. We make no representation or warranty that the documents may be accessible at all times or any particular time.
  - b. You agree that any information you submit on this PayHOA Website will include true, current, and complete information.
  - c. You agree that your usage of this PayHOA Website will conform to our community guidelines. Your usage shall not:
    - i. be unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
    - ii. be obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
    - iii. ridicule, mock, disparage, intimidate, or abuse anyone;

- iv. contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
  - v. violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
  - vi. make misleading, deceptive, and/or untruthful representations about your space;
  - vii. references a political cause or religion;
  - viii. infringes, misappropriates, or violates a third party's intellectual property rights;
  - ix. otherwise violate, or link to material that violates, any provision of these Terms & Conditions, or any applicable law or regulation.
4. You agree that we may suspend or terminate your account if we believe you do not conform to our community guidelines. We may also prohibit you from registering and creating a new account.
5. Payment Information through PayHOA
- a. This PayHOA Website may provide a payment account for remittance of payments. You understand and agree that your payment account will be connected to a valid and lawful account (e.g. bank account; credit card) associated with you.
  - b. You acknowledge that you are solely responsible for maintaining your payment account.
6. Code of Conduct for Users, Your Responsibility, and Our Response to Unacceptable Activity
- a. You agree not to use any or all parts of this PayHOA Website, including its content, functionality, or services for any non-acceptable, illegal, not legitimate, and/or a prohibited use or else your account may be suspended or terminated without notice.
  - b. You agree that all communications between you & us through this PayHOA Website must be conducted in a courteous and respectful manner. Any aggressive, threatening, offensive, disturbing, excessive, discriminatory, obscene, calumnious, hateful, or disrespectful communication between you and another user, whether explicit or implied, may cause your account to be limited, suspended, or terminated.
  - c. Non-Acceptable and Prohibited Uses. You must abstain from the following or risk temporary or permanent suspension of/through PayHOA:
    - i. Using this PayHOA Website for any purpose other than which it is intended.

- ii. Using or attempting to use another user's account.
  - iii. Attempting to impersonate any person.
  - iv. Using identifying information in any way that could be considered defamatory, threatening, aggressive, hateful, insulting, calumnious, discriminatory, obscene, or disrespectful.
  - v. Using for the purpose of exploiting, harming, or attempting to exploit or harm minors.
  - vi. Obtaining any unauthorized user information (e.g. profile) for any purpose.
  - vii. Obtaining and/or compiling statistical information from PayHOA concerning PayHOA, PayHOA users, user data, or otherwise.
  - viii. Introducing any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
  - ix. Using this PayHOA Website in conjunction with any device or service designed to circumvent technological measures employed to control access to, or the rights in, any user profile.
  - x. Using this PayHOA Website in any manner that could disable, overburden, damage, or impair this PayHOA Website or interfere with any other party's use of this PayHOA Website.
  - xi. Using this PayHOA Website for advertising, trading of goods or services, or other commercial use except as permitted by us.
  - xii. Uploading any programs that may cause a disruption to this PayHOA Website.
  - xiii. Taking any action that violates the laws of applicable local, state, federal or international governmental bodies.
- d. You acknowledge and agree that any legal documents provided by us through this PayHOA Website will be reviewed by you and your attorney.
  - e. You agree that we reserve the right to suspend your account for any suspected violation of the Terms & Conditions as we investigate such suspected violations.
  - f. If you have conducted any fraudulent, illegitimate, or any unauthorized activity, we reserve the right to take any necessary legal action, and you may be liable for monetary losses to us, including litigation costs and damages.
  - g. The Company will cooperate with any and all appropriate legal authorities in investigating claims of illegal activity.

## 7. Disputes Between You and Your Community Association

- a. You acknowledge and agree that any disputes between you and your community association concerning your PayHOA account will be finally resolved by us.
- b. Upon our review, we will decide if your account should be suspended or terminated or whether your usage of your PayHOA account be limited in any manner. You agree that any decision made by PayHOA will be final, binding, and non-appealable to a court of law.

## 8. Intellectual Property Rights

- a. You acknowledge that this PayHOA Website and any underlying technology, text, graphics, icons, photographs, scripts, links, electronic art, animations, audio, photos, images, videos (which may include sound and/or music), graphics, and other data (together with the selection and arrangement of the aforementioned works, collectively, the "PayHOA Content") used in connection with this PayHOA Website, and all PayHOA Content are provided by us, PayHOA, LLC or third-party providers and are the intellectual property of the us, PayHOA, LLC and/or such third parties. PayHOA Content is may be protected under copyright, trademark, and other proprietary and intellectual property right laws.
- b. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of this PayHOA Website and/or PayHOA Content, your right to use this PayHOA Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to this PayHOA Website is transferred to you, and all rights not expressly granted are reserved by the relevant rights holder. Any use of any PayHOA content not expressly permitted by these Terms & Conditions is a breach of these Terms & Conditions and may violate copyright, trademark, and other laws.

## 9. Third Party Services and Content

- a. This PayHOA Website may contain links through content, suggestions, and otherwise to third party websites, apps, platforms, and other resources (collectively ("Third Party Websites"). These links are made to Third Party Websites that are not under the control of, reviewed, monitored, or endorsed by the Company, and as such the Company is not responsible or liable for any information, content, or any other materials of any linked website. Such links are provided for convenience and/or general information purposes only. You agree that you are solely responsible and liable for any interactions you may have with such linked Third Party Websites. You acknowledge and agree that we shall not be responsible or liable, both directly or indirectly, for any damage or loss whatsoever caused, or alleged to be caused by or in connection with the use of or reliance upon any such third-party goods or services, or content, available through any Third Party Websites.

## 10. DISCLAIMER

- a. YOU AGREE THAT YOUR USE OF THE CONTENT, WEBSITE, AND/OR SERVICES WILL BE AT YOUR SOLE RISK. THE CONTENT, WEBSITE, AND SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. PAYHOA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE CONTENT, SERVICES, AND WEBSITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, ACCURACY, AND NON-INFRINGEMENT. PAYHOA MAKES NO WARRANTY THAT THE CONTENT, WEBSITE, AND/OR SERVICES WILL (A) MEET YOUR REQUIREMENTS OR (B) BE CONTINUOUS, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. PAYHOA DOES NOT REPRESENT OR WARRANT THAT THE CONTENT, WEBSITE, AND/OR SERVICES ARE COMPATIBLE WITH YOUR EQUIPMENT OR THAT THE CONTENT, WEBSITE, AND/OR SERVICES ARE FREE OF VIRUSES, WORMS, BOTS, OR ANY OTHER HARMFUL, INVASIVE OR CORRUPTED FILES. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, THE UNIFORM COMMERCIAL CODE AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT SHALL NOT APPLY TO THESE Terms of Use.

- b. OTHER THAN AS REQUIRED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCE WILL PAYHOA, OR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, OR EMPLOYEES, BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES OR THE WEBSITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED WEBSITE. IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY OPINION, ADVICE, OR OTHER CONTENT AVAILABLE THROUGH THE WEBSITE OR OBTAINED FROM A THIRD-PARTY WEBSITE LINKED TO THE WEBSITE.
- c. PAYHOA IS NOT RESPONSIBLE FOR (A) THE ACCURACY, TIMELINESS, OR RELIABILITY OF ANY INVOICE, APPOINTMENT, STATEMENT, OR OTHER ITEM GENERATED THROUGH THE SERVICES OR (B) THE ACCURACY, TIMELINESS OR RELIABILITY OF ANY INVOICE, OPINION, ADVICE, APPOINTMENT, OR STATEMENT MADE THROUGH THE SERVICES OR THE WEBSITE BY ANY PARTY OTHER THAN PAYHOA. PAYHOA ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, WEBSITE, AND/OR SERVICES, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF PAYHOA'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 11. LIMITATIONS OF LIABILITY

- a. YOU AGREE THAT NEITHER PAYHOA, NOR ANY OF ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, OR EMPLOYEES, WILL BE LIABLE TO YOU OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) OR OTHER DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE CONTENT, SERVICES, AND WEBSITE A LINKED WEBSITE, OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR A LINKED WEBSITE, EVEN IF PAYHOA OR ANY SUCH AFFILIATE, AGENT, OFFICER, DIRECTOR OR EMPLOYEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, WITHOUT LIMITATION, THE TRANSMISSION OF ANY VIRUSES THAT MAY INFECT YOUR EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, DATA LOSS, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES SHALL BE TO TERMINATE AND DISCONTINUE YOUR USE OF OR ACCESS AND USE OF THE SERVICES.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM AGGREGATE LIABILITY OF PAYHOA AND ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE THE GREATER OF (A) TWENTY DOLLARS (\$20) AND (B) THE AMOUNT OF THE MONTHLY SUBSCRIPTION FEES PAID UNDER SECTION 7 HEREOF IN THE TWO (2) MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO THE CLAIM.
- c. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 12. INDEMNIFICATION

- a. You, on behalf of Subscriber, agree to defend, indemnify, and hold harmless PayHOA, and its agencies, service providers, parent, subsidiaries, affiliates, officers, employees, directors, representatives and agents, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made or brought by You or Subscriber or any third party due to or arising out of: (1) Your Contributions or Submissions; (2) use of the Content, Website, or Services by You or Your or Subscriber's authorized users; (3) the violation by You, or Your members or anyone using Your computer or Your username and password, of these Terms of Use; (4) any breach of Your representations and warranties set forth in these Terms of Use; (5) the infringement or violation by You, or Your members or anyone using the Content, Services, or Website with Your computer or Your username and password, of the rights of a third party, including but not limited to any third-party Intellectual Property Rights; or (6) any overt harmful act toward any other user of the Services with whom You connected via the Services. Notwithstanding the foregoing, PayHOA reserves the right to exclusively defend and control the defense, settlement, and resolution of any and all claims arising from the above causes and any such indemnification matters arising therefrom, and You agree that You will fully cooperate with PayHOA in any such defenses and reimburse PayHOA for reasonable fees (including attorney's fees) and expenses in connection therewith.
- b. PayHOA will use reasonable efforts to notify You of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 13. Privacy

- a. As a user of this PayHOA Website, you acknowledge and agree any collection, use, storage, display, disclosure, or use (each of the foregoing activity, a "process" or "processing") of your personal information or data is between you and us. Please contact us on how your personal information is processed and/or review our Privacy Policy.

## 14. ENTIRE AGREEMENT/SEVERABILITY/WAIVER

- a. These Terms of Use, the documents and policies referenced herein, and any other terms and conditions on the Website, constitute the entire agreement between You and PayHOA with respect to the Services and govern Your use of the Services. If any provision(s) of these Terms of Use is found by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of You and PayHOA, and the other provisions of these Terms of Use shall remain in full force and effect. PayHOA's failure to exercise or enforce any right or provision of these



Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PayHOA in writing. These terms may not be altered, supplemented, or amended by You without the prior written consent of PayHOA

15. Miscellaneous

- a. You acknowledge this is an online service. A printed version of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.
- b. Your acceptance of these Terms of Use and use of the Website does not create a joint venture, partnership, employment, or agency relationship between You and PayHOA. You shall not represent in any way that You are in partnership with, are a joint venturer of, or have any employment or agency relationship with PayHOA.
- c. You agree that these Terms of Use will not be construed against PayHOA by virtue of having drafted them.

# The Orchard HOA Digital Privacy Policy

## Q1 2024

The fact that PayHOA is the sole digital platform of choice, The Orchard Homeowners Association has adopted the following PayHOA Privacy Policy:

### The PayHOA Privacy Policy

PayHOA connects The Orchard Homeowners Association managers, homeowners and residents with robust, easy-to-use, and affordable software. PayHOA, LLC, and its affiliates (“PayHOA,” “us,” “our,” or “we”) respect your privacy and are committed to providing a transparent notice of our privacy practices.

This Privacy Policy (the “Policy”) describes the types of information we may collect from you when you visit our website at [www.TheOrchardHOA.com](http://www.TheOrchardHOA.com) or use the PayHOA services offered through the website (collectively, the “Website”). This Policy also covers information we collect about you from third parties or when you contact us by phone or email. This Policy describes our practices for collecting, using, maintaining, protecting, and disclosing that information. Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. This Policy may change from time to time (see **Changes to Our Privacy Policy**).

### Information Collection

We collect several types of information from and about you, including:

- **Information provided by you**, such as your name, address, email address, telephone number, and other personally identifying information. For example, we collect information from you when you subscribe to use the platform or when you accept an invitation to join the platform by a subscriber.
- **Information provided by third parties** about you. As part of our services, we may also collect your name, address, email address, and other information about you provided by third parties, such as your homeowners’ association manager or our third party payment processors.
- **Information collected automatically** as you navigate through the Website. Information collected automatically may include usage details, domain address, IP addresses, internet browser, operating system, your internet connection, the equipment you use to access the Website, and information collected through cookies and similar tracking technologies.

## **Information Use**

We may use the information that we collect about you or that you provide to us:

- to present the Website and its contents to you and to improve the Website (we continually strive to improve our website offerings based on the information and feedback we receive from you);
- to provide you with information or services that you request from us;
- to fulfill our obligations to you as a subscriber and/or user of the Website;
- to provide you with notices about your account and to improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for invoicing, account organization, and user management;
- to notify you about changes to the Website or any products or services that we offer or provide through the Website;
- to allow you to participate in interactive features on the Website and to personalize your experience (your information helps us to better respond to your individual needs);
- to enable communications to you regarding our services, such as email and text;
- to work with marketing partners to provide you with products or services that may be of interest to you;
- to fulfill any other purpose for which you provide it and in any other way we may describe when you provide the information;
- to provide payment information to your HOA; and
- for any other purpose with your consent.

## **Disclosure of Your Information**

We may disclose information that we collect about you or that you provide us directly as described in this privacy policy:

- to our subsidiaries and affiliates;
- to contractors, service providers, payment processors, and other third parties we use to support our business;
- to your Home Owners Association;
- to a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of PayHOA's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by PayHOA about Website users is among the assets transferred;
- to fulfill the purpose for which you provide it;
- for any other purpose disclosed by us when you provide the information; and
- with your consent.

We may also disclose your personal information:

- to comply with any court order, law, or legal process, including to respond to any government, regulatory, or law enforcement request;
- to enforce or apply our Terms of Use, and other agreements; and
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of PayHOA, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

We may disclose aggregated information about our users and deidentified data or information that does not identify an individual.

## **Tracking Technologies**

PayHOA uses first- and third-party cookies and other tracking technologies for various purposes, including to monitor and analyze the use of the Website, help us provide information to you more effectively, conduct internal analytics, and provide advertising. A cookie is a unit of data stored on the user's hard drive that helps us remember you and your preferences. You can refuse cookies by turning them off in your browser. Please note, however, that if you delete or turn off cookies, you may not have access to some of the features that make your experience on our sites and apps smoother, you may not be able to store your preferences, and some of our services may not function properly.

## **Security**

We have implemented reasonable measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of the Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

## **Links**

The Website may contain third party links to other websites, such as Plaid. Please be aware that we are not responsible for the content or privacy practices of such other third-party sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

## **Children Under the Age of 18**

The Website is not intended for children under 18 years of age. No one under age 18 may provide any information to or on the Website. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information to or on the Website or through any of its features. If you believe we might have any information from or

about a child under 18, please contact us in one of the ways provided in the Contact Information section, below.

### **Do Not Track**

We do not respond to web browser “do not track” signals or other mechanisms. Other parties may collect personally identifiable information about your activities over time and across different websites when a consumer uses the Website.

### **Changes to Our Privacy Policy**

It is our policy to post any changes we make to our privacy policy on this page. Please check back periodically to ensure you are aware of any recent updates. You can see when this page has been updated by looking at the “Last Updated” date at the top of this page.

### **Contacting Us**

If there are any questions regarding this privacy policy, you may contact us at: [info@payhoa.com](mailto:info@payhoa.com).