

BlockWatch Terms of Use & Privacy Policy

BlockWatch Terms of Use last updated: July 15, 2022

Welcome to BlockWatch. Our mission is to build stronger, safer communities/neighborhoods through outreach and sharing. For that reason, we've created resources to help connect community members as well as created channels for giving back to those in need, like supporting local foster care programs.

These Terms of Use ("Terms") are between you and BlockWatch, LLC. ("BW"). These Terms govern your access to, and use of, BW's "BlockWatch" or "Neighborhood Watch" service(s) (by whatever name such service(s) may be known), including BW's "BlockWatch" mobile application ("App"), BW's web application, (and collectively with the App, the "Services"), and any videos, live videos, radio and audio transmissions, information, incident alerts, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE CAREFULLY REVIEW SECTION 18 BELOW FOR MORE INFORMATION.

1. Basic Terms

YOU HEREBY REPRESENT THAT YOU ARE DULY AWARE THAT THE ACTIVITIES IN WHICH YOU MAY BE PARTICIPATING IN CONNECTION WITH THE USE OF THE SERVICES AND/OR THE CAPTURING OF CONTENT TO BE UPLOADED TO THE SERVICES MAY INVOLVE RISKS. YOU FURTHER ACKNOWLEDGE AND ASSUME THESE RISKS AND YOU HEREBY ELECT, VOLUNTARILY, TO ENGAGE IN SUCH ACTIVITIES. YOU REPRESENT AND WARRANT THAT: (A) YOU ARE OVER THE AGE OF EIGHTEEN (18); (B) YOU UNDERSTAND AND APPRECIATE THE RISKS ASSOCIATED WITH THE ACTIVITIES YOU MAY ENGAGE IN; (C) YOU UNDERSTAND THAT (I) YOU SHOULD NOT TRAVEL TO OR REMAIN IN ANY AREA DURING, BEFORE, OR AFTER A CRIME OR OTHER HAZARDOUS SITUATION, (II) ANY ACTION OR FAILURE TO ACT BY YOU IN TRAVELING TO OR REMAINING IN SUCH AN AREA CONSTITUTES A BREACH OF THESE TERMS AND (III) BW HAS NO RIGHT OR ABILITY TO DIRECT THE MANNER IN WHICH YOU GATHER CONTENT; (D) YOU ARE OF SOUND MIND AND PHYSICAL HEALTH; (E) ANY INJURIES OR OTHER DAMAGE SUFFERED BY YOU WILL NOT BE COMPENSABLE BY WORKERS COMPENSATION, ANY OTHER INSURANCE PROGRAM MAINTAINED BY BW; AND (F) YOU WILL NOT INCITE, ENCOURAGE, CAUSE, OR ENGAGE IN ANY CRIMINAL, HAZARDOUS, ILLEGAL OR OTHERWISE UNSAFE ACTIVITY IN CONNECTION WITH YOUR USE OF THE SERVICES.

You are responsible for your use of the Services, for any Content you post to the Services, and for any consequences thereof. The Content you submit, post, or display may be able to be viewed by other users of the Services or members of the public, as

well as through third-party services, both online (such as via streaming, download and other digital delivery services) and offline (such as via traditional television distributors). You may use the Services only if you are 18 years of age, you can form a binding contract with BW and are not a person barred from receiving or using Services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that BW provides are always evolving, and the form and nature of the Services may change from time to time without prior notice to you. In addition, BW may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. BW also retains the right to create limits on use at BW's sole discretion at any time without prior notice to you.

In order to use the Service in any manner, you must enable your mobile device as follows: to receive push notifications from the App; to permit the App to access both the camera and microphone for your device (at your election); and to permit the App to access your location (even in the background, i.e., when the App is not open on your device). (For example, the Service is designed to deliver push notifications to users within a certain radius of a reported incident.) If you do not enable your mobile device accordingly (including enabling any additional features or functions that BW elects to make mandatory for use of the App), the App will not function on your device.

The Services may include advertisements, which may be targeted to the Content, your location, your use of the Services, information regarding the Services, queries made through the Services, or other information. The types and extent of advertising by BW on the Services are subject to change. In consideration for BW granting you access to and use of the Services, you agree that BW and its affiliates, third-party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services, whether submitted by you or others.

2. Privacy

Any information that you provide to BW, as well as any information that BW otherwise collects via the Services and your use thereof, is subject to our Privacy Policy, which governs our collection and use of such information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by BW. As part of providing you the Services, BW may need to provide you with certain communications, such as announcements regarding the Services and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt out from receiving.

3. Service Access Credentials

You are responsible for safeguarding the mobile telephone number, user name, password or other credentials that you use to access or post Content to the Services and for any activities or actions under your account. BW cannot and will not be liable

for any loss or damage arising from unauthorized access to your account resulting from your failure to safeguard your device and/or such credentials.

4. Content on the Services

All Content transmitted to or through the Services is the sole responsibility of the person who originated or captured such Content. We may, but are not required to, monitor or control the Content available via the Services and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your sole risk.

We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that, by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases Content that has been mislabeled or is otherwise deceptive, objectionable or difficult to view. Under no circumstances will BW be liable in any way for any Content not created or modified by BW, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or distributed elsewhere.

You acknowledge that, by using the Services, you may be exposed to Content that you find to be offensive, indecent or objectionable. While we ask that our users take reasonable precautions to avoid posting gratuitous content of any nature, by its nature the Services make available information that certain people will find offensive. Each user must evaluate, and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

5. Content Rights

You retain certain rights to any Content you submit, post or display on or through the Services. In order to make the Services available to you, BW needs a license from you. By submitting, posting or displaying Content on or through the Services, you grant BW a worldwide, non-exclusive, perpetual, irrevocable, assignable (without consent), sublicensable (without consent and through multiple layers of distribution), royalty-free license to use, copy, reproduce, exploit, create derivative works based on, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). As between the parties and subject to the license granted in this Section, you retain all other right, title and interest in and to your Content, provided, however, that (a) you will not post any Content to a site or service that is competitive with the Services, and (b), you will not enter into any agreement with a third party for any of your Content that conflicts with these Terms. You agree that this license to BW includes the right for BW to use any Content you submit, post, transmit or otherwise make available through the Services to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals who partner with BW for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such uses by BW, or other companies, organizations or individuals who partner with BW, may be made with no compensation paid to you with respect to your Content.

We (including our licensees and/or sublicensees) may modify or adapt your Content in order to transmit, display or distribute it over computer, broadcast, wireless, wireline and other distribution networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. We will not alter the meaning or context of the Content in doing so. We also have the right to do any of the foregoing with respect to any derivative works that we make (or that others might make with our permission) in respect of the Content.

You are responsible for your use of the Services, for any Content you submit, post, transmit or otherwise make available through the Services, and for any consequences thereof, including the use of your Content by other users and any third parties. You understand that your Content may be syndicated, broadcast, distributed, or published by our licensees and sublicensees, and that if you do not have the right to submit Content for such use, you may be subject to liability. BW will not be responsible or liable for any use of your Content in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit, post, transmit or otherwise make available through the Services. You also represent and warrant that none of your Content, your use and provision of Content to be made available through the Services, or any use of your Content by BW on or through the Services will be libelous or defamatory, or infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

6. Your License to Use the Services

BW grants you a personal, revocable, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided to you by BW as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by BW, in the manner permitted by these Terms, including posting Content in accordance with the terms of Section 8, below.

7. BW Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of BW and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. BW reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding BW or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. Restrictions on Content and Use of the Services

We reserve the right at all times (but will not have any obligation) to remove or refuse to distribute any Content on the Services and to suspend and or terminate users without notice or liability to you, including for Content that:

- Impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- Violates the rights of a third party, including copyright, trademark, privacy, and publicity rights;
- Promotes discrimination, hatred or harm against any individual or group;

- Is defamatory, intentionally or gratuitously obscene or pornographic; or
- Is harassing, abusive, constitutes spam or that is otherwise inconsistent with the purposes for which BW makes the Services available.

We also reserve the right to access, read, preserve, and disclose any Content or other information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of BW, its users and the public. BW does not disclose personally identifying information to third parties except in accordance with our Privacy Policy.

You may not do any of the following while accessing or using the Services:

- access, tamper with, or use non-public areas of the Services, BW's computer systems, or the technical delivery systems of BW's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- access or search or attempt to access or search the Services by any means (automated or otherwise) other than through any then- currently available, published interfaces that are provided by BW (and only pursuant to any applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with BW (NOTE: scraping the Services without the prior consent of BW is expressly prohibited);
- forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source- or location-identifying information;
- interfere with or disrupt (or attempt to do so) the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services;
- use, display, mirror or frame the Services or any individual element within the Services, BW's name, any BW trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without BW's express written consent;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by BW or any of BW's providers or any other third party (including another user) to protect the Services or Content;
- attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by BW or other generally available third-party web browsers;
- send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- use any meta tags or other hidden text or metadata utilizing a BW trademark, logo URL or product name without BW's express written consent;

- use the Services or Content that you did not post, or any portion thereof, for any editorial or commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- collect or store any personally identifiable information from other users of the Services without their express permission;
- violate any applicable law or regulation; or
- encourage or enable any other individual to do any of the foregoing.

9. Termination of these Terms

The Terms will continue to apply until terminated by either you or BW as follows.

You may end your legal agreement with BW at any time for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please do so by contacting us via the support center within the Services.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 4, 5, 7, 8, 9, 10, 11, 12 and 13.

Nothing in this section shall affect BW's rights to change, limit or stop the provision of the Services without prior notice, as provided herein.

10. Indemnity

You will indemnify and hold harmless BW and its managers, members, officers, directors, employees, and agents from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your Content, or (iii) your violation of these Terms.

Disclaimers and Limitations of Liability

Please read this section carefully since it limits the liability of BW and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "BW Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, THE BW ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The BW Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system or mobile device, loss of data, or other harm that results from your access to or use of the Services, or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; or (iv) any claim that the Services do not meet your requirements or are not available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the BW Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by BW Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Release

YOU HEREBY RELEASE THE BW ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION, WHATSOEVER, ARISING OUT OF OR RELATED TO ANY LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, CONTAGIOUS DISEASE OR DEATH THAT MAY BE SUSTAINED BY YOU WHILE IN, OR UPON ANY PREMISES OR VEHICLES OWNED, OCCUPIED OR USED BY THE FOREGOING, OR WHICH MAY BE SUSTAINED BY YOU WHILE USING OR IN CONNECTION WITH THE USE OF THE SERVICES AND/OR THE CAPTURING OF CONTENT TO BE UPLOADED TO THE SERVICES. THIS RELEASE WILL BE BINDING UPON YOUR RELATIVES, SPOUSE, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ANY OTHER INTEREST PARTIES.

You waive and relinquish any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver, including any all rights and benefits which you have or may have under California Civil Code Section 1542 or any similar provision of the statutory or non-statutory law of any other jurisdiction (including without limitation Missouri, Delaware and Pennsylvania) to the full extent that you may lawfully waive all such rights and benefits. You acknowledge that the releases in these Terms are intended to be as broad and inclusive as permitted by law, and as a complete and continuous release and waiver of liability for any and all use of the Services.

D. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BW ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY IN CONNECTION WITH OR RELATED TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; OR (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE BW ENTITIES HEREUNDER EXCEED ONE THOUSAND U.S. DOLLARS (U.S. \$1,000.00). THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT ANY BW ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. Infringement

BW respects the intellectual property rights of others and we expect our users to do the same. If you are a copyright owner and believe a user of the Services is infringing your copyright or the copyright of any third party, please notify our designated copyright agent in writing at the following address: Attn: BW, Inc. c/o Booth Udall Fuller, PLC, 1255 W. Rio Salado Parkway, suite 215, Tempe, AZ 85281 USA.

Each notification must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the right that is allegedly infringed, (ii) a description of the work claimed to have been infringed, or, if multiple works are covered by a single notification, a representative list of such works, (iii) identification of the Content that is claimed to be infringing, and information reasonably sufficient to permit BW to locate the Content, (iv) information reasonably sufficient to permit BW to contact you, such as an address, telephone number, and, email address, (v) a written statement that you have a good faith belief that use of the Content in the manner complained of is not authorized by the copyright owner, its agent, or the law, and (vi) a statement made under penalty of perjury that the information in the notification is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

We may remove Content alleged to be infringing and terminate the right to use the Services by any Authorized User who infringes the intellectual property rights of another person or entity, in each case without prior notice and at our sole discretion.

13. Governing Law and Dispute Resolution

These Terms and the relationship between you and BW will be governed by the laws of the State of Arizona, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. Except for a claim by BW of infringement or misappropriation of BW's patent, copyright, trademark, or trade

secret, any and all disputes between you and BW arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the Services. YOU AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND BW ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND BW AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

(a) Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim, or cause of action) between you and us and our employees, agents, successors, or assigns, regarding or relating to the Services or these Terms shall exclusively be settled through binding and confidential arbitration.

(b) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association (“AAA”). As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes.

(c) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(d) You and we must abide by the following rules: (1) any claims brought by you or us must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding; (2) the arbitrator may not consolidate more than one person’s claims; may not otherwise preside over any form of a representative or class proceeding, and may not award class-wide relief, (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (4) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitrator’s award shall be final and may be enforced in any court of competent jurisdiction; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys’ fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees’ and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

(e) Notwithstanding the foregoing, either you or we may bring an individual action in small claims court. Further, claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Maricopa County, Arizona. Additionally, notwithstanding these Terms to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Maricopa County, Arizona in order to maintain the status quo pending arbitration, and hereby agree to submit to the exclusive personal jurisdiction of the courts located within Maricopa County, Arizona for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (1) and (2) in the paragraph 13(b) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Agreement, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subparts (1) and (2) in such paragraph (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Maricopa County, Arizona.

(g) Notwithstanding any provision in these Terms to the contrary, if we seek to terminate the Dispute Resolution section as included in these Terms, any such termination shall not be effective until 30 days after the version of these Terms not containing the agreement to arbitrate is posted to the Services, and shall not be effective as to any claim of which you provided us with written notice prior to the date of termination. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

14. General Terms

The failure of BW to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. You may not assign or transfer these Terms, by operation of law or otherwise, without BW's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. BW may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by BW under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of transmittal will be deemed the date on which such notice is received.

These Terms and our Privacy Policy are the entire and exclusive agreement between BW and you regarding the Services (excluding any services for which you have a separate agreement with BW that is explicitly in addition to or in place of these Terms), and these Terms supersede and replace any prior agreements between BW and you regarding the Services and Content.

We may revise these Terms from time to time, the most current version will always be available within the Services. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 9 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by BlockWatch, LLC., mailing address 1255 W. Rio Salado Parkway, suite 215, Tempe AZ, 85281, USA. If you have any questions about these Terms, please contact us.

BlockWatch Privacy Policy

BlockWatch Privacy Policy

last updated: September 24, 2021

Welcome to BlockWatch. Our mission is to build stronger and safer neighborhoods through outreach and sharing. For that reason, we've created resources to help connect neighborhoods as well as created channels for giving back to those in need, like supporting local foster care programs. In furtherance of our mission, **we will only use and share your data for the limited purposes described in this privacy policy.**

Our principles for protecting your data

- We record the information we need to provide our services: Informing you of incidents happening around you, and helping you get emergency assistance when you're in need.
- The personal information we do collect we store for as short a duration as possible. And, where possible, we store only de-identified or aggregate data that is not tied to you.
- We involve as few third-party service providers as possible when touching your data. The third parties we work with have contracts in place to prohibit reuse or sale of your data.
- We generally limit access to your data to a subset of the engineering team. We have specific systems to control data access, and all access is logged and regularly audited. We perform a privacy review for all new features.
- We take protecting your location data seriously. We need accurate real-time location data to alert you of any emergencies and to help you get emergency assistance, but we lower the resolution of historical location data where possible.
- We test the stability and security of our infrastructure, including annual penetration testing and review of our security systems and their configuration. We use an information security firm to provide these services under a strict non-disclosure agreement.
- Our services are designed to provide real-time notifications of incidents occurring near you, and to help you get assistance in the case of an emergency. We can only provide

those services in certain areas, so if you are located outside of one of those areas, the services may not work for you. We only provide our service in the United States, so we apply U.S. law to our privacy practices.

Public data

· Content visible to any other user on the BlockWatch platform is considered public data (for example, publicly posted comments and videos). You have control over public data on BlockWatch tied to your account, and can delete comments and videos you have posted. Furthermore, you can email support@BlockWatch.org to request to delete your account and coordinated information.

Private data

Content not accessible to any other user on the platform is considered private data:

- **Contact information:** We use your email address and phone number to set up and validate your user account and to prevent abuse of the platform. We may also send you emails about BlockWatch – you can choose to opt out of any marketing emails by following the instructions at the bottom of the email, but we may still send you some important emails, such as to respond to a question, feedback, or request you send us.
- **Payment information:** We will request your payment card details and billing address if you subscribe to paid features of the app.
- **Health information:** If you elect to have BlockWatch to share information with first responders, you may also provide us with your medical history and other information that may be helpful to our staff and first responders to assist you in case of an emergency.
- **User locations:** We use your geolocation data to send you safety notifications for incidents reported near your home position or your floating position.
- **User activity:** We aggregate user activity data (like how you interact with BlockWatch, what times you use BlockWatch, what kind of device you have, etc.) for analysis to improve BlockWatch's user experience.
- **Content you capture through BlockWatch:** If you use BlockWatch to capture a video or other content you wish to make publicly available, we collect and store that content and additional information about the content and device you used (like the metadata associated with the content, unique device identifier, wireless network, etc.).
- **Cookies:** Like many online services, BlockWatch uses cookies to collect information on its website. We may use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your computer until you delete them) to tailor your experience with BlockWatch, and advertise BlockWatch on third-party websites and apps. We also work with Facebook and Google ads integrations. These integrations allow us to track the efficacy of our own advertising campaigns across the web. We do not use these integrations to provide any manner of advertising on the platform.

How we share your information

We may share your data with service providers, such as:

- **Branch:** Branch allows us to attribute when content is shared from BlockWatch to the platform and source.
- **Twilio:** Twilio allows us to send you a SMS message to validate your account.
- **Google Cloud Services:** We use Google to host our infrastructure.

We only partner with service providers that commit to use the information only to provide services to or on behalf of BlockWatch.

We may share videos posted publicly on the BlockWatch platform with news outlets in select circumstances.

If you use BlockWatch's SOS feature, we may share some of your personal information with first responders, your emergency contacts, and nearby BlockWatch users in the event that you are experiencing an emergency and request assistance.

We may share some or all of your personal information in connection with or during negotiation of any merger, financing, acquisition or dissolution transaction involving the sale, transfer, divestiture, or disclosure of all or a portion of BlockWatch's business or assets. In the event of an insolvency, bankruptcy, or receivership, personal information may also be transferred as a business asset. If BlockWatch business or assets are acquired by another company, that company will possess the personal information collected by BlockWatch and the company will assume the rights and obligations regarding your personal information as described in this Privacy Policy.

We may share personal information (a) with law enforcement or as otherwise required by law, (b) to enforce the terms and conditions that govern the platform and protection our rights, (c) and protect, investigate and deter against fraudulent, harmful, unauthorized, unethical or illegal activity.

How long we retain your data

We retain personal information for the period necessary to fulfill the purposes outlined in this policy, unless a longer retention period is required or permitted by law, or an individual requests that we delete information about them.

How we protect your data

BlockWatch uses reasonable organizational, technical and administrative measures designed to protect against unauthorized access, misuse, loss, disclosure, alteration and destruction of personal information we maintain. Unfortunately, data transmission over the Internet cannot be guaranteed as completely secure. Therefore, while BlockWatch strives to protect your personal information, we cannot guarantee the security of personal information. In the event that BlockWatch is required to notify you about a situation involving your data, we may do so by email or telephone to the extent permitted by law.

What choices you have regarding your data

You can make the following choices regarding your personal information:

- **Cookies.** If you decide at any time that you no longer wish to accept cookies from BlockWatch for any of the purposes described above, then you can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. Consult your browser's technical information. If you do not accept cookies, however, you may not be able to use all or portions of BlockWatch or all functionality of BlockWatch. If you have any questions about how to disable or modify cookies, please let BlockWatch know at the contact information provided below.

- **Application.** You can stop all collection of information by the BlockWatch application by uninstalling the application. You may use the standard uninstall processes as may be available as part of your mobile device or via the mobile application marketplace or network.

· **Do-Not-Track.** Some web browsers transmit “do not track” signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. BlockWatch currently does not take action in response to these signals. If and when a standard is established, BlockWatch may revise its policy on responding to these signals.

· **Access or correct your information.** You may request to review and update the information BlockWatch maintains about you by submitting a request to support@BlockWatch.org.

· **Opting Out of location tracking.** If you initially consented to the collection of geo-location information through BlockWatch, you can subsequently stop the collection of this information at any time by changing the preferences on your mobile device. Please note, however, that if you withdraw consent to BlockWatch’s collection of location information, you may no longer be able to use some features of the app.

Children

BlockWatch is not directed towards individuals under the age of 13, and BlockWatch does not intentionally gather personal information about visitors who are under the age of 13. Furthermore, BlockWatch does not intentionally allow visitors under the age of 18 to register for the app. If a child under 13 submits personal information to BlockWatch and BlockWatch learns that the personal information is the information of a child under 13, BlockWatch will attempt to delete the information as soon as possible. If you believe that BlockWatch might have any personal information from a child under 13, please contact BlockWatch at: Attn: BlockWatch, LLC c/o Booth Udall Fuller, PLC 1255 W. Rio Salado Parkway, suite 215, Tempe, AZ 85281 USA.

Job applicants

When you visit the “Careers” portion of our website, we collect the information that you provide to us in connection with your job application. This includes business and personal contact information, professional credentials and skills, educational and work history, and other information of the type that may be included in a resume. This may also include diversity information that you voluntarily provide. We use this information to facilitate our recruitment activities and process employment applications, such as by evaluating a job candidate for an employment activity, and monitoring recruitment statistics. We may also use this information to provide improved administration of the website, and as otherwise necessary (a) to comply with relevant laws or to respond to subpoenas or warrants served on BlockWatch; (b) to protect and defend the rights or property of BlockWatch or others; (c) in connection with a legal investigation; and/or (d) to investigate or assist in preventing any violation or potential violation of the law, this Privacy Policy, or BlockWatch’s Terms of Use.

Notice to California users

We are required by the California Consumer Privacy Act of 2018 (“CCPA”) to provide to California residents an explanation of how we collect, use and share their personal Information, and of the rights and choices we offer California residents regarding our handling of their personal information.

This notice and the privacy rights it describes do not apply to information related to our business contacts, job applicants, or employees.

Personal information that we collect, use and share

The chart below describes how we currently collect, use and share personal information, and how we have collected used and shared personal information over the past 12 months, if active. We do not sell personal information. We engage in:

- **Online tracking.** As explained above, we use cookies and other tracking technologies to analyze website traffic and facilitate our own advertising across the web. If you would like to learn how you may opt out of our use of cookies and other tracking technologies, then you can instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.
- **Directed disclosures.** In addition, when you direct us to share some of your information with friends and family members in your BlockWatch Network, with your emergency contacts, and with first responders and nearby BlockWatch users in order to assist you in the event of an emergency.

Personal information we collect

Email address & Phone number:

- CCPA-defined categories of personal information (Definitions are available [here](#)):
Identifiers
- Sources of personal information: BlockWatch users
- Business / commercial purposes for which we may collect and use personal information: To register user accounts, To provide our services, To send you marketing and promotional materials about BlockWatch or security services by third-party providers
- Data sharing: Directed disclosures to: First responders in the case of an emergency

Location information:

- CCPA-defined categories of personal information (Definitions are available [here](#)):
Geolocation data
- Sources of personal information: BlockWatch users, automatically collected
- Business / commercial purposes for which we may collect and use personal information: To provide our services and to provide information to third-party providers of security services
- Data sharing: Directed disclosures to: Family members and friends in a user's network to safeguard the user; first responders in the case of an emergency

Heart rate, Walking pace, Medical history and conditions:

- CCPA-defined categories of personal information (Definitions are available [here](#)):
Biometric information, Protected classification characteristics
- Sources of personal information: BlockWatch users, automatically collected
- Business / commercial purposes for which we may collect and use personal information: To provide our services
- Data sharing: Directed disclosures to: Family members and friends in a user's network to safeguard the user; first responders in the case of an emergency

Audio and video feed:

- CCPA-defined categories of personal information (Definitions are available [here](#)):
Sensory data

- Sources of personal information: BlockWatch users
- Business / commercial purposes for which we may collect and use personal information: To provide our services

- Data sharing: Directed disclosures to: Family members and friends in a user's network to safeguard the user; first responders and emergency contacts in the case of an emergency

Payment information:

- CCPA-defined categories of personal information (Definitions are available [here](#)): Personal Information listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))

- Sources of personal information: BlockWatch users

- Business / commercial purposes for which we may collect and use personal information: To register users for paid subscription services

- Data sharing: N/A

Email interconnectivity, Mobile devices, Web logs, Online activity:

- CCPA-defined categories of personal information (Definitions are available [here](#)):

Online identifiers, Internet or network information, Geolocation data

- Sources of personal information: Automatically collected

- Business / commercial purposes for which we may collect and use personal information: To provide our services, To identify you when you visit our app or website, to offer security services by third-party providers

- Data sharing: Collected directly by third-party tracking companies to conduct analytics

Feedback/Support:

- CCPA-defined categories of personal information (Definitions are available [here](#)):

Identifiers

- Sources of personal information: BlockWatch users

- Business / commercial purposes for which we may collect and use personal information: To provide our services, To respond to your inquiries, To conduct analytics, For internal administrative purposes

- Data sharing: N/A

Please note that we may also disclose personal information with service providers, and in connection with corporate transactions or legal compliance.

California Residents' Privacy Rights

The CCPA grants California residents the following rights:

- **Information.** You can request information about how we have collected, used and shared your personal information during the past 12 months. We have made this information available to California residents without having to request it by including it in the above chart.

- **Access.** You can request a copy of the personal information that we have collected about you.

- **Deletion.** You can ask us to delete the personal information that we maintain about you.

Please note that the CCPA limits these rights by, for example, prohibiting us from providing certain information we maintain for compliance in response to an access request and limiting the circumstances in which we must comply with a deletion request. If we deny your request, we will communicate our decision to you.

You are entitled to exercise the rights described above free from discrimination, as prohibited by the CCPA.

How to Submit a Request

- **To request access to or deletion of personal information:** Attn: **We need a tech address.** Email: support@BlockWatch.org
- **Identity verification.** We will need to confirm your identity and California residency to process your requests to exercise your information, access or deletion rights. We cannot process your request if you do not provide us with sufficient detail to allow us to understand and respond to it.
- **Authorized agents.** California residents can empower an “authorized agent” to submit requests on their behalf. We will require the authorized agent to have a written authorization confirming that authority.

Privacy Policy updates

This Privacy Policy is subject to occasional revision. BlockWatch will notify you of any material changes in its collection, use, or disclosure of your personal information by posting a notice on the BlockWatch website and within the application.

Contact us

Feel free to contact us with your questions, requests, comments, or concerns at support@BlockWatch.org.