

## END-USER LICENSE AGREEMENT – Last updated November 19 2019

This Howard, Day & Associates, Inc Mobile Application End-User License Agreement ("Agreement") governs the terms and conditions Howard, Day & Associates, Inc ("HOWARD DAY, INC," "HOWARD DAY", "HDAY" We," "Us," or "Our") makes the licensed application known as "ALRS" that enables you ("You "Your," or "Yourself") to make lodging transactions and released features (the "Service").

THE TERM "LICENSED APPLICATION" INCLUDES THE SOFTWARE ITSELF, THE UPDATES OR MODIFICATIONS TO THE SOFTWARE THAT WE PROVIDE, AND ANY AND ALL ONLINE AND ELECTRONIC DOCUMENTATION, ASSOCIATED MEDIA, PRINTED MATERIALS, AND OTHER ASSOCIATED MATERIALS. IT ALSO INCLUDES, WHERE APPLICABLE, ADDITIONAL CLIENT-RESIDENT SOFTWARE, SCRIPTS, COMPUTER CODE AND ANY OTHER COMPONENTS OF THE LICENSED APPLICATION PROVIDED BY US IN ITS SOLE DISCRETION.

IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND THIS AGREEMENT BEFORE CLICKING THE "I ACCEPT" BUTTON OR DOWNLOADING OUR APPLICATION USING THE LICENSED APPLICATION. BY CLICKING THE 'ACCEPT" BUTTON OR DOWNLOADING OUR APPLICATION, YOU ARE ENTERING INTO AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT COMPLETELY AGREE WITH ALL THE TERMS OF THIS AGREEMENT, YOU MAY NOT DOWNLOAD, INSTALL OR USE THIS LICENSED APPLICATION IN ANY MANNER.

You are solely responsible for all data, and any mobile carrier charges in connection with the "ALRS" Licensed Application when installed.

IN CONSIDERATION OF HOWARD DAY & ASSOCIATES INC PROVIDING YOU ACCESS AND USE OF THIS LICENSED APPLICATION, YOU AND HOWARD, DAY & ASSOCIATES, INC HEREBY AGREE AS FOLLOWS:

### LICENSE USE AND RESTRICTIONS

- **LIMITED USE LICENSE:** Subject to the terms of this Agreement, HOWARD DAY grants You a limited, non-exclusive, non-transferable, limited right to install and use the Licensed Application only on any Mobile Device owned and controlled by You, and to access and use the Licensed Application on such Mobile Device(s) strictly in accordance with the terms and conditions of this Agreement, and any "usage rules" established by any other third party usage rules or terms of use, such as Apple Inc., Google, and such other vendors ("Usage Rules").

#### **You may not:**

- decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Licensed Application;
- make any modification, adaptation, improvement, enhancement, translation, alteration or derivative work from the Licensed Application;
- violate any Federal, State or local law, rule, ordinance or governmental regulation, including those governing financial services, consumer protections,

- unfair competition, anti-discrimination, privacy or false advertising in connection with Your access or use of the Licensed Application;
- make any false, misleading or deceptive statement or representation regarding HOWARD DAY, the License Application or Service;
  - obtain or attempt to obtain any information from the Service, including without limitation email or payment information of other Account holders;
  - intercept, examine or otherwise observe any proprietary communications protocol used by the Licensed Application or the Service, whether through the use of a network analyzer, packet sniffer or other device;
  - use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan horse routing, trap door, time bomb or any other codes, instructions or third-party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, the License Application, the HOWARD DAY Site or the Service;
  - connect to or use the License Application and/or the Service in any way not expressly permitted by this Agreement;
  - institute, assist, or become involved in any type of attack, including without limitation denial of service attacks, upon the Service or otherwise attempt to disrupt the Service or any other person's use of the License Application and/or Service;
  - attempt to gain unauthorized access to the Service, Accounts registered to other users or the computer systems or networks connected to the Service;
  - use the License Application and/or Service in association with, or to develop, generate, transmit or store, information that is defamatory, harmful, abusive, obscene or hateful;
  - phishing, pharming or impersonates any other person, or steals or assumes any person's identity (whether a real identity or online nickname or alias);
  - remove, alter or obscure any regulations in connection with Your access or use of the Licensed Application;
  - remove or alter any proprietary notices or marks on the Licensed Application;
  - sell, rent, lease, lend, sublicense or transfer the Licensed Application or any rights granted hereunder;
  - use the Licensed Application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
  - distribute or redistribute the Licensed Application or any portion of it in any way and any form;
  - use the Licensed Application for creating a product, service or software that would be contrary to HOWARD DAY business interest or to HOWARD DAY actual or potential economic disadvantage in any aspect. All rights not specifically and expressly granted under this Agreement are reserved by HOWARD DAY;
  - use the Licensed Application to send automated queries to any website or to send any unsolicited commercial e-mail;
  - use any proprietary information or interfaces of HOWARD DAY or other intellectual property of HOWARD DAY in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Licensed Application;

- make any false, misleading or deceptive statement or representation regarding HOWARD DAY and/or the Licensed Application;

## **COPYRIGHT & TRADEMARKS**

- **COPYRIGHT:** All the information provided by HOWARD, DAY in the Licensed Application, including without limitation, all text, graphics, software applications, video and audio files and photos (collectively “Content”), and all rights in the pages and the screens displaying the pages are owned by HOWARD DAY or its licensors, and are protected by copyright under United States and foreign laws. You may not modify, reproduce, copy, distribute, transmit, display, publish, sell license, create derivative works of or use any aspect of the Content for commercial or public purposes or on any networked environment or engage in any other redistribution of the Content
- **TRADEMARKS:** Trademarks, service marks, trade names, logos, URLs, domain names and icons (“Marks”) appearing in the Licensed Application or Content, whether registered or not, are owned by HOWARD DAY, parent companies, subsidiaries or affiliated entities or their licensors. Nothing in this Agreement or in the Licensed Application grants you any right or license to use any of the Marks without the express written permission of HOWARD, DAY or the third party owners of such Marks. This Licensed Application contains certain licensed materials, and HOWARD DAY licensors may also protect their rights in the event of any violation of this Agreement.

## **USE OF DATA CONSENT**

You authorize and consent to the collection and use of technical data and related information by HOWARD DAY, including but not limited to technical information about Your device(s), system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Licensed Application HOWARD DAY may use this information to improve its products or to provide services or technologies to You.

All information that you submit to HOWARD DAY via this Licensed Application shall be deemed and remain the property of HOWARD DAY. We shall not be subject to any obligations regarding the way we collect, and use such information except as expressly states in HOWARD DAY’s [Privacy Policy](#).

## **THIRD PARTY SOFTWARE, MATERIALS AND SERVICES**

The Licensed Application may include certain Application Programming Interfaces (API’s”), and may incorporate, technology, software, open source software and services owned and controlled by third parties (Third Party Services). Use of such Third Party Services is subject to the terms and conditions of the applicable third party license agreements (including, without limitation, terms of use and terms of service posted on third party websites), and You agree to

look solely to the applicable third party and not to HOWARD DAY to enforce any of Your rights in relation thereto.

To the extent the Licensed Application may provide links to third party sites, HOWARD DAY cannot guarantee the quality, accuracy, timeliness or security of those web sites, as they are not under our control. A link to or from another web site does not imply an affiliation between HOWARD DAY and the third party site owner or an endorsement of the third party site or any products or services that it describes. Your access to and use of any other Internet sites linked to or from the Licensed Application is at your own risk and we assume no obligation or liability in connection therewith. We may disable a link at any time and will remove any link from the Licensed Application at the third party site owner's request. Use of the Third Party Services may require Internet access and that you accept additional terms of service.

You agree that any Third Party Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Third Party Services. No portion of the Third Party Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Third Party Services, in any manner, and you shall not exploit the Third Party Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Third Party Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that HOWARD DAY is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Third Party Services.

HOWARD DAY and its licensors, reserve the right to change, suspend, remove, or disable access to any Third Party Services at any time without notice. In no event will HOWARD DAY be liable for the removal of or disabling of access to any such Services. HOWARD DAY may also impose limits on the use of or access to certain Third Party Services, in any case without notice or liability.

## **SECURITY**

Maintaining security is very important to HOWARD DAY. When applicable, You are entirely responsible for maintaining the confidentiality of the Account login information or any Identifiable Personal Information. By using the Licensed Application You may be provided certain data regarding your "Data". You agree to collect, store and transmit such Data in a secure manner, protect the privacy of the Data, and take reasonable action to maintain the security and integrity of the Data. You agree to use the Data only in association with calculating and amortizing your loan through the Service and for no other purpose.

In case You believe that the security of your Personal Information has been compromised, contact immediately (678) 566-3859.

## **MAINTENANCE AND SUPPORT**

HOWARD DAY may update the Licensed Application with or without notifying You, and add or remove features or functions to the Licensed Application at any time in its sole discretion. HOWARD DAY has no obligation to make the Licensed Application available to You, make any subsequent versions of the Licensed Application available to You or to continue to support the Licensed Application in any way HOWARD DAY may terminate Your access to the Licensed Application or stop offering the Licensed Application at any time.

## **TERMINATION**

The Licensed Application is effective until terminated by you or HOWARD DAY. Your rights under this license will terminate automatically without notice from HOWARD DAY. if you fail to comply with any term(s) of this Agreement. Upon termination of this license, You shall cease all use of the Licensed Application, and uninstall it.

**DISCLAIMER OF WARRANTY : YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND HOWARD DAY AND ASSOCIATES, INC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. HOWARD, DAY & ASSOCIATES, INC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HOWARD, DAY & ASSOCIATES, INC OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.**

**LIMITATION OF LIABILITY: TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL HOWARD, DAY & ASSOCIATES, INC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF HOWARD, DAY & ASSOCIATES, INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL HOWARD, DAY & ASSOCIATES, INC TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF \$50.00.**

## **INDEMNIFICATION**

You agree to indemnify and hold HOWARD DAY, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, liabilities, losses, fines, penalties and expenses, including reasonable attorney fees, arising directly or indirectly from your acts and omissions in using the Licensed Application.

## **MISCELLANEOUS**

This Agreement constitutes the entire agreement concerning the Agreement of this Licensed Application between you and HOWARD DAY and supersedes all prior or contemporaneous agreements and representations between you and HOWARD DAY. regarding the same subject matter. This Agreement may be amended only by HOWARD DAY. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be removed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement will not be affected. This Agreement shall be is governed by, and will be construed under, the laws of the United States of America and the laws of the State of Georgia, without regard to choice of law principles. If this Agreement is translated into a language other than English, You agree that the English version will prevail to the extent of any discrepancy in meaning between the English version and its translation. Except and only to the extent prohibited by applicable law, You agree that any and all disagreements, disputes, claims, mediation, arbitration, litigation, etc., related to this Agreement shall be conducted in the English language, including but in no way limited to all correspondence, requests, motions, notices, consents, requests for discovery, interrogatories, submissions, filings, pleadings, arguments, orders and judgments. Your access to and use of this Licensed Application is subject to all applicable federal, state and local laws and regulations.

### **THIRD PARTY BENEFICIARY:**

You and HOWARD DAY acknowledge and agree that third party distributors of the Licensed Applications, are third party beneficiaries of the Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, such third party distributors will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU ARE NOT A MINOR. THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. YOU POSSESS THE LEGAL RIGHT AND ABILITY TO ENTER INTO THIS AGREEMENT AND COMPLY WITH ITS TERMS, INCLUDING AUTHORITY TO ENTER INTO THIS AGREEMENT.

BY CONTINUING TO INSTALL THIS LICENSE APPLICATION, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

### **CONTACT INFORMATION**

Please direct any questions, inquiries, requests or claims related to this Agreement of the Licensed Application to (678) 566-3859

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**Last Updated on November 19, 2019**

## **Privacy Policy**

This Privacy Policy Statement explains how Howard, Day & Associates, Inc collects ("HOWARD DAY, INC," "HOWARD DAY", "HDAY", " We," "Us," or "Our"), uses, shares and safeguards your information collected when you use our websites, mobile applications, online services or any of our other products or services ("Services").

We are committed to protecting your privacy, and will not use or share your information with anyone except as described in this Privacy Policy.

We use your Personal Information for providing, and improving the Services. This Privacy Policy is incorporated as part of the Howard, Day & Associates, Inc Terms of Use (the "Terms of Use"

or the "Terms" or "End-User License Agreement", "EULA"). **Your use of the Services is to the Terms of Use, and this Privacy Policy and indicates your consent to them.**

#### **At Howard, Day & Associates, Inc we:**

- do not sell your personal information to anyone;
- require persons or organizations that represent or assist us in servicing you to keep your information confidential;
- require our employees to protect your personal information and keep it confidential unless your contract with us permits to do so.

#### **INFORMATION COLLECTION**

We may collect different types of information while you use our Services, and ask you to provide us with certain personally identifiable information for the purpose of:

- registration;
- identifying and communicating with you;
- accessing your account information;
- responding to your requests/inquiries;
- enabling you to conduct transactions;
- processing and improving our Services.

Personally identifiable information may include, but is not limited to your identification number, password, and any other information ("Personal Information").

#### **LOG DATA**

When you access the Services from or about computers, phones, or other devices we may collect certain technical information ("Log Data"). We use this Log Data to monitor and analyze how you use our Services, to provide, maintain and improve our Services, to help prevent fraud and misuse and for other security purposes. This Log Data may include information, but not limited to:

- computer's Internet Protocol ("IP") address, browser type and version, pages of our Services that you visit, time spent on those pages, data transmission rates and delays, the time and date of your visit, domain names and physical location, and other statistics;
- your mobile device's unique device ID and type, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, time spent on using our apps, your location information and other statistics.

#### **SHARED PERSONAL INFORMATION**

We share your Personal information for:

- conducting our everyday business purposes and mission, and providing you with our Services;
- to comply with law and subpoenas requests or any reasonable requests of law enforcement or to protect the security or integrity of our Services. Respond to court orders and legal investigations;
- to protect our rights, operations or property, or that of our users, employees, agents or others;
- to investigate, prevent or take action regarding potential or suspected illegal activities, fraud, security or technical issues, threats, or violations of our Terms;
- with your consent when we provide you with choices;
- If we are involved in a merger, acquisition, asset sale or internal reorganization. In that case your Personal Information is transferred and/or becomes subject to a different Privacy Policy.

We may employ third party companies and individuals:

- to facilitate our Services;
- to provide and/or process the Services on our and your behalf;
- to perform Service-related services without limitation(e.g. maintenance services, database management, etc...);

These third parties have access to your Personal Information only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

## **DO NOT TRACK DISCLOSURE**

We do not support Do Not Track ("DNT"). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked.

You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

## **SECURITY**

The security of your Personal Information is important to us, and we strive to implement and maintain reasonable, commercially acceptable security procedures and practices appropriate to the nature of the information we store in our secured facilities, in order to protect it from unauthorized access, destruction, use, modification, or disclosure.

However, please be aware that no server, computer or communications network or system, or data transmission over the Internet can be guaranteed to be 100% secure. As a result, while we strive to protect user information, we cannot ensure or warrant the security of any information you transmit to us or through the use of any of the Services and you acknowledge and agree that you provide such information and engage in such transmissions at your own risk.

## **USERNAME AND PASSWORD USE**

While we cannot guarantee that information transmitted through the Internet is secure, for certain types of communications through our web site and mobile applications, we may require the use of available technologies or other precautions provided for your protection and/or require you to use user identification information ("userIDs") and passwords.

You are responsible for all activities executed under your userIDs and are the only one who may use it. You are responsible for protecting your userIDs and passwords from disclosure to third parties and you are not permitted to avoid the use of required encryption technologies. It is a violation of our terms and conditions for you to allow another person to use your userID and its associated password, use the userID and password assigned to another person, or attempt to gain access to resources for which you are not authorized.

Accessing a computer without authorization or exceeding authorized access is a serious breach of security and may constitute a criminal act.

## **INTERNATIONAL TRANSFER**

Your information may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction.

If you are located outside the United States and choose to provide information to us, we transfer your Personal Information to the United States and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

## **LINKS TO OTHER SITES**

Our Services may contain links to other sites that are not operated by us or may be incorporated into third party websites. If you click on other sites or a third party link (Third Party), you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

## **CHILDREN'S PRIVACY**

Only persons age 18 or older have permission to access our Services. Our Services do not address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you learn that your Children have provided us with Personal Information, please contact us. If we become aware that we have collected Personal Information from a children under age 13 without verification of parental consent, we take steps to remove that information from our servers.

## **CHANGES TO THIS PRIVACY POLICY**

This Privacy Policy is effective as of July 25<sup>th</sup>, 2016 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

## **CONTACT US**

If you have any questions about this Privacy Policy, please contact us at (678) 566-3859.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.