

# STAYmyway Privacy and Support Policy

Effective Date: 1/18/2018

This statement (the "Privacy Policy") sets forth the policies and practices for how LockUp (collectively, the "Company," "We," or "Us") handle the information We collect when hotels and their guests use Our websites and mobile platform and applications that We operate and that link to this Privacy Policy (the "Services").

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## **1. Collection of Information**

We may collect the following kinds of information when you use the Services:

**Information you provide directly to Us.** When you use the Services or engage in certain activities, such as registering, requesting services, or contacting Us directly, We may ask you to provide some or all of the following types of information:

- Contact information, such as full name, email address, telephone or mobile number, and address;
- Username and password;
- Location information as provided by your device or browser, such as your device's GPS signal or information about nearby WiFi access points;
- Demographic information, such as your gender, ZIP code, year of birth, and details about your personal preferences, interests, and characteristics;
- Payment information, such as credit card number, expiration date, and credit card security code, where needed to complete a transaction; and
- Requests and other correspondence you send to Us.

You can choose not to provide information to Us directly, but some of this information is required to participate in some of the Services, such as registering or requesting services.

**Information We collect automatically.** We may collect certain information automatically through Our Services, such as your Internet protocol (IP) address, cookie identifiers, mobile advertising identifiers, and other device identifiers that are automatically assigned to your computer or device when you access the Internet, browser type, operating system, Internet service provider, pages that you visit before and after using the Services, the date and time of your visit, information about the links you click and pages you view within the Services, and other standard server log information.

**Information We obtain from other sources.** We may receive information about you from other sources, including through third-party services and organizations. For example, if you access third-party services,

such as Facebook or Twitter, through the Services to login to the Services or to share information about your experience on the Services with others, We may collect information from these third-party services.

**Information you provide directly to Us.** When you use the Services or engage in certain activities, such as registering, requesting services, or contacting Us directly, We may ask you to provide some or all of the following types of information:

## 2. Use of Information

We only use payment information, such as credit card numbers, expiration date, and security codes, as necessary to complete a particular transaction or as otherwise required by law.

We generally use the information We collect online to:

- Fulfill your requests for products, services, and information;
- Provide customized content and make recommendations, including to preselect the hotel you are visiting and to serve you ads on Our own Services or elsewhere online that match your inferred interests, preferences, and characteristics;
- Analyze the use of the Services and user data to understand and improve the Services and user experience;
- Send you content and communications, including advertisements and offers, about our own and our trusted partners' products and services;
- Conduct surveys, research, and evaluations;
- Prevent potentially prohibited or illegal activities and otherwise in accordance with Our Terms of Use; and
- For any other purposes disclosed to you at the time We collect your information or pursuant to your consent.

## 3. Disclosure of Information

We are committed to maintaining your trust, and We want you to understand when and with whom We may share the information We collect.

- **Your Hotel.** We share your information with hotels you visit or with your consent. We are not responsible for the privacy practices of these hotels, and their information practices are not covered by this Privacy Policy. We recommend that you visit the privacy policies of each hotel that you visit.
- **Authorized third-party vendors and service providers.** We share your information with third-party vendors and service providers that provide business services to Us or on Our behalf, such as to market products or services or deliver ads to you, analyze activity on the Services, provide content, and help to maintain Our user database and administer e-mails, surveys or other communications.
- **Corporate affiliates.** We may share your information with and among any corporate affiliates and subsidiaries.
- **Business transfers.** We may share your information in connection with a substantial corporate transaction, such as the sale of a website, a merger, consolidation, asset sale, or in the unlikely event of bankruptcy.
- **Legal purposes.** We may disclose information to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims or government inquiries, and to prevent fraud and to protect and defend the rights, interests, safety, and security of Company, our users, or the public.

- **With your consent.** We may share information for any other purposes disclosed to you at the time We collect the information or pursuant to your consent.

If you access third-party services, such as Facebook, Google, or Twitter, through the Services to login to the Services or to share information about your experience on the Services with others, these third-party services may be able to collect information about you, including information about your activity on the Site, and they may notify your connections on the third-party services about your use of the Site, in accordance with their own privacy policies.

We may share aggregate information with third parties, including advertisers and other business partners. This aggregate information does not contain any personal information that individually identifies you.

#### 4. Security

We use reasonable measures to help protect information from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. You should understand that no data storage system or transmission of data over the Internet or any other public network can be guaranteed to be 100 percent secure.

#### 5. Cookies, Pixel Tags, and Similar Technologies

We, as well as third parties that provide content, advertising, or other functionality on Our Services, may use cookies, pixel tags, local storage, and other technologies to automatically collect information through the Services.

Cookies are small bits of information that are stored by your computer's web browser. They enable the entity that put the cookie on your device to recognize you across different websites, services, devices, and/or browsing sessions. Cookies serve many useful purposes. For example:

- Cookies can remember your sign-in credentials so you don't have to enter those credentials each time you log on to a service.
- Cookies help Us and third parties understand which parts of Our Services are the most popular because they help Us to see which pages and features visitors are accessing and how much time they are spending on the pages. By studying this kind of information, We are better able to adapt the Services and provide you with a better experience.
- Cookies help Us and third parties understand which ads you have seen so that you don't receive the same ad each time you access a Service.
- Cookies help Us and third parties provide you with relevant content and advertising by collecting information about your use of Our Services and other websites and apps.

Pixel tags are very small images or small pieces of data embedded in images, also known as "web beacons" or "clear GIFs," that can recognize cookies and communicate information from your device to a server, such as the time and date a page is viewed, a description of the page where the pixel tag is placed, and similar information from your computer or device.

Local storage technologies are similar to the cookies discussed above in that they are stored on your device and can be used to store certain information about your activities and preferences. However, these technologies may make use of different parts of your device from standard cookies, and so you might not be able to control them using standard browser tools and settings.

By accessing and using the Services, you consent to the use and storage of cookies, web pixels, local storage technologies, and similar technologies on your browsers and devices. You also consent to the access of such technologies by Us and by the third parties with whom We work.

## 6. Your Choices

You may be able to refuse or disable cookies by adjusting your web browser settings. Because each web browser is different, please consult the instructions provided by your web browser (typically in the “help” section). Please note that you may need to take additional steps to refuse or disable local storage and other technologies. If you choose to refuse, disable, or delete these technologies, some of the functionality of the Services may no longer be available to you.

You can request access and update your information by emailing Us at [info@staymyway.com](mailto:info@staymyway.com)

## 7. Children's Privacy

We do not knowingly collect personal information from children under the age of thirteen without parental consent, unless permitted by law. If We learn that a child under the age of thirteen has provided Us with personal information, We will delete it in accordance with applicable law.

## 8. Third-Party, Advertising, Links and Content of Information

Some of the Services may contain links to content maintained by third parties that We do not control. We allow third parties, including business partners, advertising networks, and other advertising service providers, to collect information about your online activities through cookies, pixels, local storage, and other technologies. These third parties may use this information to display advertisements on Our Services and elsewhere online tailored to your interests, preferences, and characteristics. We are not responsible for the privacy practices of these third parties, and the information practices of these third parties are not covered by this Privacy Policy.

*Do-Not-Track Signals and Similar Mechanisms.* Some web browsers transmit "do-not-track" signals to websites. Because of differences in how web browsers incorporate and activate this feature, it is not always clear whether users intend for these signals to be transmitted, or whether they even are aware of them. We currently do not take action in response to these signals.

## 9. International Users

If you are accessing the Services from outside the United States, please be aware that your information may be transferred to, stored, and processed in the United States. The data protection and other laws of the United States and other countries might not be as comprehensive as those in your country, but please be assured that We take steps to help ensure that your privacy is protected. By using the Services and providing Us with information, you understand and agree that your information may be transferred to and stored on servers located outside your resident jurisdiction and in the United States by Us and the third parties with whom We share it. You consent to Our processing your data in the United States in accordance with this Privacy Policy.

## 10. Changes to the Privacy Policy

We may update this Privacy Policy from time to time. When We update the Privacy Policy, We will revise the "Effective Date" date above and post the new Privacy Policy. We recommend that you review the Privacy Policy each time you visit the Services to stay informed of Our privacy practices.

### 11. Still Have Questions?

If you have any questions about this Privacy Policy or Our practices, please contact Us at [support@lockupdoors.com](mailto:support@lockupdoors.com).

## **Support Policy**

### **Telephone/Internet Support Service.**

Provider will provide to User unlimited telephone support ("Telephone Support Service") 24 hours per day, 7 days per week ("Telephone Support Hours"). Telephone Support Service will include telephone and research time performed by Provider's Telephone Support staff. User will report Malfunctions by calling the Telephone Support Service, logging into the Customer portal or by email. If a Telephone Support staff member is not immediately available during the Telephone Support Hours, one will be assigned and a call back to User initiated. If the Telephone Support staff member handling a certain request is unable to provide adequate assistance to User for such request hereunder, then within one (1) hour following the original request, Provider will supply one or more alternative Telephone Support staff member(s) who are able to respond to the request to User's reasonable satisfaction. Training related calls will be handled from 9 AM to 6 PM EST or by appointment after hours.

**Correction of Malfunctions.** will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement.

a. The definitions of the Malfunction classifications are as follows:

**Severity Level 1:** A problem which renders the following functions inoperative

- Unable to open a door by any means

**Severity Level 2:** problem which causes the any of the other Services to be inoperative, disrupted or malfunctioning and which materially interferes with User's use of the Services.

b. **Procedure.**

**Report of Malfunction.** With respect to a report of any Malfunction, User personnel making such a report will describe to the Telephone Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, with the assistance of the Telephone Support staff members, classify the Malfunction as a Severity Level 1 or 2 Malfunction.

**Critical Malfunctions.** If a Severity Level 1 Malfunction (a "Critical Malfunction") cannot be corrected to User's reasonable satisfaction through communication with the Telephone Support staff within 30 minutes after Provider receives the description of the Malfunction, Provider will: (1) immediately escalate the

problem to Provider's customer service management; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to User of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and update that report every one (1) day until the Critical Malfunction is resolved; and (4) every one (1) hours, provide increasing levels of technical expertise and Provider management involvement in finding a solution to the Critical Malfunction until it has been resolved..

**c. Action Required from Provider For a Critical Malfunction.**

Provider will provide an immediate correction, which Provider will then promptly add to the appropriate part of the Services for User to test. For a Severity- Level 2, Provider will provide a correction as promptly as reasonably achievable, and at User's request will seek to establish with User a mutually agreed schedule for the correction to be provided.