

# TERMS OF USE

In this Web Site Terms of Use (“TOU”), we, IPS Group, Inc. (“IPS”) set forth the terms by which you may use our sites including [www.thepermitportal.com](http://www.thepermitportal.com), [www.ipsgroupinc.com](http://www.ipsgroupinc.com) and other web sites that we operate and on which we post a direct link to this statement (collectively the “Site”). By using the Site, you are agreeing to this TOU. If you do not agree to this TOU, you may not and should not use the Site.

## 1. Copyright Notice and Use of the Site.

The contents of the Site are protected by the copyright and other laws of the United States, its treaty countries and other jurisdictions. Except as may otherwise be provided in a written Agreement you have with IPS, you may not modify, copy, reproduce, republish, upload, post, transmit, transfer, or distribute in any way any of the contents of this site. You may download content from this site solely for your personal, non-commercial use (except as may otherwise be provided in a written agreement you have with IPS), provided you keep intact all copyright and other proprietary notices. Any copies of the content must include IPS’s copyright notice: © Copyright 2005-2018 IPS Group, Inc. All rights reserved.

If you elect to use this site, you may incur expenses from your network carrier. You acknowledge and hereby agree that you will be solely responsible for such expenses.

## 2. Links.

This website may contain links to third party web sites which are controlled and operated by third parties. Your use of each third party web site is subject to the terms of use and other guidelines, if any, contained within the relevant web site. You agree to review and accept such terms of use prior to using such third party web sites. IPS makes no representations whatsoever about any third party web site which you may access through the website. When you access a third party web site, you agree that it is independent from IPS, and that IPS has no control over any content on that web site. In addition, a link to a third party web site does not mean that IPS accepts any responsibility for the content, or the use, of such web site. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojans and other items of a destructive nature.

## 3. Privacy.

In order to operate and provide the Site, we collect certain information about you. Our practices with respect to the information we collect is described in our privacy policy which is available at <https://www.ipsgroupinc.com/privacy-policy-2/> (“Privacy Policy”). By agreeing to this TOU you are agreeing to our Privacy Policy. Information, including but not limited to personal information, collected through the Site may be stored and processed in the United States or any other country in which IPS or its affiliates, subsidiaries or agents maintain facilities. By using the service, you consent to any such transfer of information outside of your country.

## 4. Disclaimer.

The materials on the Site are provided “as is” and without warranties of any kind either express or implied. Commentary and other materials posted on the Site are not intended to amount to advice on which reliance should be placed and we therefore disclaim all liability and responsibility arising from

any such reliance. To the fullest extent permissible pursuant to applicable law, IPS disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, title and non-infringement and any other conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. IPS does not warrant that the Site or functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that the Site, or the server that makes it available, are free of viruses or other harmful components. IPS does not warrant or make any representations regarding the use or the results of the use of the materials on the Site in terms of correctness, accuracy, timeliness, reliability, or otherwise. You (and not IPS or its licensors) assume the entire cost of all necessary maintenance, repair, or correction.

You agree irrevocably that, should you incur any loss or damage, whether direct or indirect, from the use of this site, you waive any such claim and indemnify us from any claim made against us arising from your use of the site. You agree that such waiver will include a waiver of any claim you may have against us even if such claim arises from our negligence or fault.

## 5. Limitation of liability.

Under no circumstances, including, but not limited to, negligence, shall IPS, its subsidiaries and parent companies and affiliates be liable for any direct, indirect, incidental, special or consequential damages that arise or result from or are related to the use of, or the inability to use, the Site or any of the Postings made available on or through the Site. Under no circumstances shall IPS's aggregate liability exceed \$5.00. You specifically acknowledge and agree that IPS, its subsidiaries and parent companies and affiliates are not liable for any defamatory, offensive or illegal conduct of any user of the Site or any posting to the Site. If you are dissatisfied with the Site or any materials made available by or through the Site, or with this TOU, your sole and exclusive remedy is to discontinue using the Site.

## 6. Notices of copyright infringement.

Notifications of claimed copyright infringement should be sent to IPS's Designated Agent in writing at the following address:

IPS Group Inc  
7737 Kenamar Court  
San Diego, CA 92121  
Telephone Number of Designated Agent: (858) 634-2083  
Facsimile Number of Designated Agent: (858) 404-0603  
Email Address of Designated Agent: legal@ipsgroupinc.com

To be effective, the Notification must include the following:

- x A physical or electronic signature of the owner whose exclusive right is allegedly infringed or a person authorized to act on his or her behalf;
- x Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- x Identification of the material that is claimed to be infringing or is the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit IPS to locate the material on the Site;
- x Information reasonably sufficient to permit IPS to contact the copyright owner or his/her authorized agent including an address, telephone number, and if available, an electronic mail address;

- x A statement that the copyright owner or authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- x A statement that the information in the notification is accurate, and if submitted by the owner's authorized agent a statement under penalty of perjury, that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Within a commercially reasonable time after receipt of the written Notification containing the information as outlined in 1 through 6 above IPS shall remove or disable access to the material that is alleged to be infringing and forward the written notification to the alleged infringer and take reasonable steps to promptly notify the alleged infringer that IPS has removed or disabled access to the allegedly infringing material. Counter Notification: To be effective, a Counter Notification must be a written communication provided to IPS's Designated Agent at the above provided address that includes substantially the following:
  - o A physical or electronic signature of the alleged infringer;
  - o Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
  - o A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
  - o The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to the jurisdiction of Federal District Court for San Diego County, California, or if the Subscriber's address is outside of the United States, for any judicial district in which IPS may be found, and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person.

After receipt of a Counter Notification containing the information as outlined in 1 through 4 above, IPS shall provide the Complaining Party with a copy of the Counter Notification within a commercially reasonable time and inform the copyright owner or designated agent that IPS will replace the removed material or cease disabling access to it within ten (10) business days. If IPS's designated agent has not received notice from the copyright owner or his/her designated agent within ten (10) business days that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity in relation to the allegedly infringing material, IPS shall restore the allegedly infringing material.

## 7. EXPORT RESTRICTIONS.

ANY SOFTWARE OR OTHER MATERIALS WE MAKE AVAILABLE ON THE SITE ARE SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE SOFTWARE OR OTHER MATERIALS YOU OBTAIN FROM OUR SITE. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE.

## 8. Export Compliance Assurances.

You acknowledge that all products, proprietary data, know-how, software or other data or information (herein referred to as "Products") obtained from IPS or any direct Product thereof are subject to the United States (U.S.) government export control laws accordingly their use, export and re-export, may be restricted or prohibited. You and your affiliates agree to obtain prior to export an authorization from the applicable U.S. government agency (either in writing or as provided by applicable regulation). These U.S. government restrictions are implemented principally through the Export Administration Regulations ("EAR", 15 C.F.R. §§ 730 et seq., available at <https://www.bis.doc.gov/>) administered by Department of Commerce, Bureau of Industry and Security and the Foreign Asset Control Regulations administered by the Department of Treasury, Office of Foreign Assets Control ("OFAC", 30 C.F.R. Part 500 et. Seq. available at <http://www.treas.gov/offices/enforcement/ofac/>). You, therefore, agree that neither you nor your subsidiaries or affiliates will directly or indirectly export, re-

export, transfer, or release, or cause to be exported or re-exported (herein referred to as “export”), any such Products or any direct Product thereof to any destination or entity prohibited or restricted under U.S. law including but not limited to U.S. government embargoed or sanctioned countries or entities, or nationals unless you shall obtain prior to export an authorization from the applicable U.S. government agency (either in writing or as provided by applicable regulation). You further agree that no Products received from IPS will be directly or indirectly employed in missile technology, sensitive nuclear, or chemical biological weapons end uses or in any manner transferred to any party for any such end use. This requirement shall survive any termination or expiration of this Agreement.

## 9. Trademarks.

IPS Group Logo and My Parking Receipt are a trademark of IPS. Certain other product names, brand names and company names mentioned in this site may be trademarks of their respective owners.

## 10. Modification & Termination.

This TOU is effective until modified or terminated by IPS. IPS may modify this TOU from time to time and the new TOU will be effective when posted. IPS may also terminate this TOU at any time without notice to you. In the event of termination, you are no longer authorized to access the Site and the restrictions imposed on you with respect to material downloaded from the Site, the disclaimers and limitations of liabilities, and export restrictions set forth in this agreement, shall survive.

## 11. General.

This TOU shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles or conflicts of law. If any provision of this TOU shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## Effective:

March 29, 2016

# Privacy Policy

## Who we are

IPS Group, Inc. (IPS) is a design, engineering, and manufacturing company focused on low-power wireless telecommunications, payment processing systems, parking technologies, parking enforcement and SaaS management software.

IPS is headquartered in the United States and also operates in Canada.

IPS is committed to Data Privacy and Data Security. In order to comply with recent regulations, IPS has updated its Privacy Policy to better inform you, our customers, about your data privacy and data rights.

If you have a privacy question or need to request additional information, you may contact the IPS privacy team at any time at [privacy@ipsgroupinc.com](mailto:privacy@ipsgroupinc.com). We appreciate the opportunity to address your questions and concerns.

Our privacy commitment to you includes ensuring the accuracy, confidentiality, and security of your Personal Data and allowing you to request access, to correct, or to erase your Personal Data. Please note that in order to offer our Services, your Personal Data will be transferred to certain merchant service providers for processing.

## Your Data Rights

You have six basic rights under privacy and data protection laws related to the data we process about you. You do not have to pay a fee, and we will aim to respond to your request within 30 days. We will honor the requests you make related to your rights as the law allows, which means in some cases there may be legal or other official reasons that we may not be able to address the specific request you make related to your rights. You may:

- Request access to the personal information we process about you;
- Request that we correct inaccurate or incomplete personal information about you;
- Request deletion of personal information about you;
- Request restrictions, temporarily and/or permanently, on our processing of some or all personal information about you;
- Request transfer of personal information to you or a third party where we process the data based on your consent or a contract with you, and where our processing is automated;
- Opt-out or object to our use of personal information about you where our use is based on your consent or our legitimate interests.

## Data Collection, Processing, and Data Use

### Types of Data and Collection Methods

When you request information, subscribe for a service, use any of our products, register as a user for our services and mobile applications, respond to an online survey, or otherwise actively send us data; we only collect the data which is necessary to make use of that service or application.

### Children's Privacy Notice

All IPS products and applications (services) are intended for adults. We do not intentionally or knowingly collect, personally-identifiable information from children under the age of 16 and we request that individuals under the age of 16 not submit any personally identifiable information to our services. If you become aware that a child has provided us with personally identifiable information, please contact IPS at [privacy@ipsgroupinc.com](mailto:privacy@ipsgroupinc.com) to allow us to remove any and all information relating to that child.

### What Data do we collect?

IPS Group collects data only as needed to use our services. You provide some of this information directly when you create an account, use our services, or when you contact us. Some of that information includes:

- Your name
- Email address
- Physical address
- Telephone number
- Vehicle license plate number
- Billing information (which includes credit cards and expiry dates)
- Password
- Transaction data

You may also provide information to obtain enhanced services from us such as:

- Your location
- Vehicle type
- Communication preferences

We also collect specific data indirectly when you use our services. This data is anonymous and includes:

- IP address and information about the device you use to access the Services
- Name and version of the service you are using
- Tracking your session between pages of the site to provide a continuity of experience

When you visit the site, we automatically receive and record information from your computer and Internet connection, such as the IP address of your computer and/or Internet service provider, the date and time you access our web sites, the Internet address of web sites from which you link to our site, the computer technology you are using and your movements and preferences on our site. We use technology that many other web sites employ, including, without limitation, "cookies" or small data files stored on your computer's hard drive, to collect information such as the aforementioned. In some instances, we also use cookies to collect information in connection with future visits from that site, to

recognize you as a previous visitor and to track your activity on our site. You do not need to have cookies turned on to participate in our surveys or to visit our site. You can refuse cookies by turning them off on your browser.

#### Processing of Data / Use of Data:

We use data for the following purposes:

- To ensure the security and privacy of our services;
- To adhere to contractual obligations with our customers and users;
- To provide you with the necessary functionality with any of our services;
- To send you notifications for our services;
- To serve as a merchant of record for payments and transactions;
- To facilitate, process, and keep record of payments and transactions made with our services;
- To send you payment receipts and notices when a service has been used;
- To respond to your requests such as a request for information;
- To administer, protect and improve our site and our systems;
- To identify service problems;
- To compile aggregated and anonymized statistics about service usage;
- To improve our products and services and other internal business purposes;
- To inform you about our products and services;
- To comply with applicable laws as defined by your state of residence;
- To perform other activities and fulfill requests with your consent;

#### Interactive Features/Forums

The site may provide interactive features (such as forums) that allow you to disclose information directly to other users. Your participation in such interactive features is completely voluntary and IPS assumes no obligations or responsibility with respect to the information you provide or share through such interactive features. To participate in these interactive features, we may require you to register with us and provide certain information such as your name, company name, email address, location, phone number, and desired display name (which may be viewable by other users of the interactive features). We may use the information you provide during the registration process for analytical and development purposes (such as to make product or service enhancements) and to enable you to use the interactive features and to manage your account. You may also personalize our interactive features by voluntarily providing additional information such as your location, instant message contact information, web site address, occupation, and other information. Our interactive features may also allow you to upload an avatar or other graphical representation of yourself. If you voluntarily provide such additional information, it may be viewable by other users of the interactive features – so you should not provide information you do not want other users to see.

#### Where We Store and Process Data

IPS stores and processes data in the United States of America. The IPS group of companies also has contractors and employees operating in Canada.

We may enter into written agreements with recipients that require them to provide the same level of protection for the data.

#### Disclosures of Personal Information

At IPS, we only share personal information in ways that we tell you about. We do not sell or rent personal information to third parties and we do not share personal information with third parties that are not owned by us or under our control or direction except as described in this Policy. We may share your information within the IPS group of companies in the United States of America We also share your information with agents and service providers who use the data only on our behalf and for our purposes under confidentiality agreements. We may share your information as required by law, in the interest of public safety, or in the interest of protecting or exercising our or others' legal rights, e.g., without limitation, in connection with requests from law enforcement officials and in connection with court proceedings.

## Security

#### Keeping and Securing Your Data

We will keep personal information about you for as long as we provide services to you, or as long as we are addressing a concern, question, complaint, or request you have made to us, as applicable to our interactions with you. If we have a contract or other agreement with you, we will follow the retention obligations of that agreement.

We may keep data longer if we have a legal obligation to keep it or to maintain necessary records for legal, financial, compliance, or other reporting obligations, and to enforce our rights and agreements. We also may keep data about you for statistical analysis or research purposes.

We take appropriate security measures to protect personal information against loss, misuse, and unauthorized access, alteration, disclosure or destruction. We also have implemented measures to maintain the ongoing confidentiality, integrity and availability of the systems and services that process personal information, and will restore the availability and access to data in a timely manner in the event of a physical or technical incident.

Transmissions over the Internet are never 100% secure or error-free. However, we take reasonable steps to protect your personal information from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. It is your responsibility to safeguard any password and User ID you use to access the site and to notify us through [helpdesk@ipsgroupinc.com](mailto:helpdesk@ipsgroupinc.com) if you ever suspect that this password or User ID has been compromised. You are solely responsible for any unauthorized use of the site conducted via your password and User ID.

## Effective Date, Amendments

This statement is effective as of November 16, 2018. We reserve the right to change this statement from time to time and in our sole discretion. We reserve the right to change, modify, add or remove portions

of this statement at any time, but will alert you that changes have been made by indicating on the statement the date it was last updated. When you visit the site, you are accepting the current version of this statement as posted on the site at that time. We recommend that users revisit this statement on occasion to learn of any changes.

## Contact Us

Please feel free to contact us with any comments, questions, complaints or suggestions you might have regarding the information practices described in this statement.

You may contact us electronically at [privacy@ipsgroupinc.com](mailto:privacy@ipsgroupinc.com).

You may contact us in writing by sending letters addressed to "Data Protection and Privacy" at "IPS Group Inc, 7737 Kenamar Court, San Diego, CA 92121".