

GMS TERMS OF USE & PRIVACY POLICY

Your access to and use of this Website is permitted pursuant to that certain agreement "Master Agreement". with your Homeowner Association "Association". It lives and dies with that Agreement. Your access to and use of this Website is subject to the provisions of the Master Agreement, the following terms and conditions of use (Terms of Use), the Privacy Policy, and all applicable laws. Re information about the Master Agreement, contact your Association.

These Terms may be updated or changed or restated by Company at any time in its sole discretion without notice. Your access and use of the updated Website shall constitute your acceptance of the new Terms.

Only individuals who over the age of 18, may access and use the Website.

If you do not agree to these Terms of Use, our Privacy, or any other policy governing your access to or use of our Website you should immediately terminate your access to and use of the Website.

GMS TERMS OF USE

1. DEFINITIONS

A. **"GMS Website"** means the website, and all subsequent Web pages made available.

B. **"Content"** means all indexes, scans (including, but not limited to, scans of works in the public domain and derivative works there from), text (including, but not limited to, work in the public domain and derivative works there from), outlines, headings, charts, graphics, photographs, animations, scripts, icons, audio, video, data and all other non-Software components of the Software, regardless of the form of media in which such Content is stored, transmitted, or communicated.

C. **"Licensee" or "you"** means you, the user, who agrees to the terms of this Agreement by clicking on the "I Agree" icon.

D. **"Software"** means all computer code (both source and object), applets, inter-faces, commands, syntax, and expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content in the Website, whether created by Company or licensed from third parties.

E. **"Use"** means accessing, displaying, or using the Website, as authorized under this Agreement

2. INTELLECTUAL PROPERTY

2.1 **Ownership.** This site is owned and operated by Gateway Masters, Inc, a California corporation (Company).

2.2 **Copyright.** The GMS Software, content, Name, Logo, Text, Materials, Graphics, and Organization, and all GMS materials, are the proprietary and copyrighted property of Company.

2.3 **Trademark.** The GMS logo, and any other Service mark or name contained in this Website are trademarks of Company, and may not be copied, imitated or used, in whole or in part, without the prior written consent of Company.

3. ACCESS & USE

3.1 Access and Use License. *Company grants to you a non-exclusive, non-transferable, and revocable license to:*

A. Access and Use the Website as provided herein, until your subscription or license is terminated as provided in these Terms:

- o Access, load, store, and operate the Website with browser Software;*
- o Access the Website, including the Content, via the Internet; and*
- o Display, download or print portions of the Product on an ad hoc basis for your own personal use, subject to the limitations in these Terms, which shall include reasonable use, rather than excessive use.*

B. Notwithstanding any Use permitted above you shall NOT, with-out the prior written consent of Company: (I) Decompile, reverse engineer, disassemble, or create derivative works from the Software; (ii) Remove or obscure any proprietary notices, including, but not limited to, any and all copyright, trademark, and patent designations contained in the Software or the Website; (iii) Assign, rent, lend, lease, sell, sublicense, transfer, export from the United States, copy, reproduce, modify, adapt, translate, re-verse engi-neer, decompile, disas-semble, extract components from, or create derivative works of the Software; or

C. You shall not interrupt, or attempt to interrupt, the operation of the Website in any way.

D. The Website may include technological protection measures that effectively control access, reproduction, or distribution of the Product. Any attempt to tamper or dismantle these protections is a breach of these Terms and may be a violation of the Digital Millennium Copyright Act of 1998, which violation may subject the violator to civil and criminal penalties.

3.2 Registration & Access & Use.

- 4. When you become an authorized user through your Association, you will be given a temporary password to allow you to access and use the Website. After that, you shall select your own password*
- 5. You shall not select or use a password of another person with the intent to impersonate that person, or use a password in which another person has rights, without such person's authorization and its being on the other person's behalf. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of your access and use;*
- 6. You shall be responsible for maintaining the confidentiality of your password and any relevant access codes provided by Company;*
- 7. You shall immediately notify Company of any known or suspected unauthorized use(s) of your password, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or access code; and*
- 8. You are responsible for all usage or activity with your use of the Website, including, but not limited to, access and use by any third party authorized by you to use the Website,. You are also responsible for any and all unauthorized use of the Website, using access code and password. Any fraudulent, abusive, or otherwise illegal activity may be grounds*

for termination of your access and use, at Company's sole discretion, and Company may refer you to appropriate law enforcement agencies

3.3 Service Description *The website is designed to allow you to enter your personal information, and the personal information of the guest that you authorize entry onto the Property, as well as his vehicle. In addition, you may post messages on the website for other residents or for the management company. Or the gate guard or company.*

3.4 Uploaded Content. *The content you upload using this website belongs to you for your personal use and benefit. You agree that you own said content and that you are responsible for its consequences.*

3.5 Bad Uploads*You understand that you may not upload, post, reproduce or distribute in any way: (i) material which would violate any right of publicity, right of privacy or other right of any third party without first obtaining permission of the owner of such right; (ii) images, text or other materials that are protected by trademark, copyright, or other proprietary right, without the express permission of the owner; (iii) profanity or offensive language, including but not limited to expressions of racism, bigotry or hatred, or that are abusive, slanderous or offensive; or (iv) any illegal material such as expressions of abuse, offensive language and imagery, obscenity or any other material that could give rise to any civil or criminal liability under, or otherwise violate, any applicable law.*

3.6 Use by children. *This website is not intended for use by Children. By using this Website, you are representing that you are 18 years of age or older. Company will not be liable for any damages that may result from misrepresentation of age by a user of the Website.*

4. YOUR REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that:

A. You will use the Website in accordance with the terms of this Agreement.

B. The information that you will input on the Website will true and accurate.

C. You shall at all times comply with all applicable laws, rules, and regulations with respect to your Use of the Website

D. You shall not use the Website to infringe, misappropriate, or violate the rights of Company or third parties.

E. You shall not knowingly or otherwise introduce to or through the Website any viruses or other items of a destructive nature.

F. You shall comply at all times with this Agreement, including any modifications to this Agreement in accordance with this Agreement.

5. WEBSITE MANAGEMENT

5.1 Monitoring. *Company may periodically monitor User's uploads to ensure User's compliance of the Terms of Use described herein.*

5.2 Disclosure Required by Law. *Company may, disclose any material uploaded on, if requested by any law enforcement or government request.*

5.3 Actions. *Company may, at its discretion; (i) remove any Bad Uploads, or (ii) limit, suspend, or terminate access to the Website; or (iii) take legal and technical measures to keep users of the Website, from violating laws, the terms of Use, or causing problems for other users.*

6. **DISCLAIMER & LIMITATIONS ON LIABILITY & INDEMNIFICATION**

6.1 **Disclaimers**

A. Disclaimer of Warranties. *YOU AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE AND THE CONTENT AND SERVICES AVAILABLE THROUGH THE WEBSITE IS ON AN "AS IS, "AS AVAILABLE" BASIS, AND COMPANY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATUTORY WARRANTY OF NON-INFRINGEMENT.*

B. Internet Disclaimer. *you and Company acknowledges and agrees that: (1) the internet is not a secure infrastructure, (2) neither party has control over the internet, and (3) neither party is liable for damages under any theory of law related to the discontinuance of operation of any portion of the internet or possible regulation of the internet that might restrict or prohibit the operation of the GMS System*

C. Disability Accessibility. *The GMS System does not include the accessibility technology to make it accessible to individuals with disabilities that require special technology and features for access.*

D. General Disclaimer. *Company disclaims all warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, noninterference, system integration, and noninfringement. company does not warrant that the operation of the software will be uninterrupted or error free, or that all nonconformities can or will be corrected.*

6.2 **Assumption of Risk.**

USE OF THE WEBSITE IS AT YOUR SOLE RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE WEBSITE. COMPANY AND ITS AFFILIATES, AGENTS, LICENSORS, AND ANY TELECOMMUNICATIONS OR NETWORK SERVICES FOR COMPANY SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE; DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; COMMITMENTS IN CONNECTION WITH ANY BUSINESS OR OTHER INTANGIBLE LOSSES OR SIMILAR DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR FOR ANY ATTORNEY FEES.

6.3 **Limitation on Liability**

A. General Limitation of Liability. *Company's total cumulative liability hereunder, from all causes of action of any kind, including, but not limited to, contract, tort (including negligence), strict liability, breach of warranty, misrepresentation, or otherwise, shall not exceed the amounts paid to Company by User for the use of the GMS.*

6.4 Indemnification

User agrees to indemnify, defend and hold Company and Company's principles, partners, attorneys, staff and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, that Company may suffer as a result of User's violation of this agreement or the use of the GMS System.

6.5 Reasonableness & Applicability of Disclaimers and Limitations.

User agrees that the disclaimers, limitations of liability and indemnification set forth in this Agreement are reasonable. The parties agree that Company has set its prices and entered into this Agreement in reliance on the disclaimers, limitations of liability and indemnification set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

6.6 Modifications

No employee or other agent of Company is authorized to modify the foregoing disclaimer of warranties or to make any additional warranties, either orally or in writing, except as expressly provided in Paragraph 3 above.

7. GENERAL PROVISIONS

7.1 Entire Agreement. *This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.*

7.2 Headings. *The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof*

7.3 Severability. *If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.*

7.4 Waiver. *The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.*

7.5 Assignment. *You shall not assign your rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law, or otherwise, without the prior written consent of Company, and any attempt to do so shall be deemed null and void, and of no effect.*

7.6 Force Majeure. *If the performance of any part of this Agreement by the parties is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, terrorism, earthquake, fire, judicial or governmental action, labor disputes, act of God, or any other causes beyond the control of either party, that party shall be excused from its performance to the extent that it is prevented, hindered, or delayed by such causes, provided, however, that if such period of*

force majeure lasts more than thirty (30) days, then the other party hereto may terminate this Agreement.

7.7 Export Control Laws. *Software available on the GMS website may contain technology that is subject to export controls. You agree not to transfer or export such Software from the United States, or to provide such Software to any foreign person or entity in the United States.*

7.8 Jurisdiction and Venue. *The Superior Court of the State of California for the County of Orange, shall be the court of jurisdiction (both jurisdiction of the person and subject matter) and the proper venue for any controversies or claims arising out of or relating in any way to this Agreement or a breach thereof.*

7.9 Choice of Law. *This Agreement shall be governed by the laws of the State of California without regard to the principles of conflicts of laws or provisions regarding such.*

7.10 Waiver of Jury Trial. *The parties each expressly waive the right to a jury trial.*

7.11 No Punitive damages. *Neither Party shall be entitled to any punitive or any other type of damages not measured by a Party's compensatory damages*

7.12 Attorneys fees and Costs. *If any legal action is brought by either party regarding this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief available under applicable law, reasonable attorney fees and expenses.*

7.13 Notice. *Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (A) if by hand delivery, upon receipt thereof; (B) if by certified mail, postage prepaid, return receipt requested, upon receipt by the sender of the return receipt; (C) if by facsimile transmission, upon electronic confirmation thereof; (D) if by next-day delivery service, upon such delivery; or (E) if by electronic mail, upon such delivery.*

CONTACT INFORMATION

Customers Service

Gateway Masters, Inc.

Phone: 877-648-0602

Email; support@gatemastersinc.com

GATEWAY MASTERS PRIVACY POLICY

Effective Date: May 1, 2020 GATEWAY MASTERS, INC., ("Gateway" or "we") is committed to ensuring the privacy of its customers and other visitors to its website.. We have established this Privacy Policy ("Privacy Policy") to demonstrate our commitment to fair information practices and to the protection of your privacy rights. This Privacy Policy governs Gateway's Website (the "Sites"). If you choose to use our Site in any way, you agree with the terms of our current Privacy Policy as posted here. If you do not agree with this Privacy Policy, you should not use our Site. We may update or modify this Privacy Policy from time to time at our sole discretion, and we will note the date of last update on the top of this page.

1. COLLECTION OF INFORMATION

1.1 TYPES OF INFORMATION COLLECTED

A. We do not seek the collection of your personal information. We receive your personal information when you use the Website to enter your guest information authorizing the gate keeper to issue a pass for your guest.

B. When you enter the website to upload certain information such as registering a guest, or a vehicle, or any other authorized purpose, we may collect certain types of information from you, such as:

Your contact information such as your name, residence address, city, state, zip code, email address and telephone number;

The name of the person you are registering as a guest, vehicle, make, model and license plate number;

Other content you Provide Voluntarily such as reviews, comments, information, or any information you provide to us about your use of our services.

1.2 TRACKING TECHNOLOGY

We may use certain technologies to collect other information from our visitors, including, but not limited to:

A. Traffic Data When you visit our Sites, we automatically track and collect the following categories of information: (1) your Internet protocol and domain server address; (2) the date and time of your visit to the Sites; (3) the type of web browser and operating system you used to access the Sites; (4) other information not identified or tracked to you personally such as searching (collectively "Traffic Data"). Traffic Data is anonymous information that does not identify or track you personally. We use Traffic Data to evaluate and improve the content of the Sites and to make the Sites more useful to visitors. We also use it to diagnose problems with our server, to keep our server running smoothly, and to monitor the number of visitors to the Sites and the type of technology they use.

B. Mobile Devices If you access our Sites from a mobile device, we may collect data about the operating system on your device.

1.3 COLLECTION OF INFORMATION FROM CHILDREN

We do not intentionally collect personal information from children, and children should not submit any personal information to us. If we become aware that a child has provided us with personal information without parental consent, or a parent or guardian of a child contacts us through the contact information provided below, we will use reasonable efforts to delete the child's information from our databases.

2. USE OF INFORMATION COLLECTED

USE OF INFORMATION

We use the personal information we collect from your visit and use of the Website, as follows:

- For the gate keeper to issue the requested pass to your authorized guest and his vehicle.*
- For the use by your property manager and Homeowner association, who gave you permission to use the Website to enter you guest and vehicle information.*

- For us to help us enhance your experience on our website.
- For the security company patrolling your property
- To keep a historical record of the guests and vehicles you authorized entry on your property, for your benefit and for the benefit of your community.
- Our employees as needed
- Law enforcement and government agencies
- For communication with you if needed
- To maintain the security and integrity of its systems.
- To conform to legal requirements, comply with legal process, defend legal rights, or conduct investigations; or in connection with the sale or transfer of a business or in the event of a corporate change.

3. SHARING OF INFORMATION

SHARING WITH THIRD PARTIES

We may share your personal information with third parties such as affiliates, subsidiaries, service providers, vendors, and unaffiliated third parties for the uses described in this Privacy Policy,

We do not sell, rent, exchange, or loan any personal information regarding its customers or other users of the Sites to any third parties

We reserve the right to transfer personal information we have about you in the event we sell or transfer all or a portion of our business or assets. Should such a sale or transfer occur, we will use reasonable efforts to direct the transferee to use personal information you have provided to us in a manner that is consistent with our Privacy Policy. Following such a sale or transfer, you may contact the entity to which we transferred your personal information with any inquiries concerning the processing of that information.

In addition, we may share your information if necessary, to protect the safety, property, or other rights of us, our customers, or employees, or when otherwise required by law.

Your personal and non-personal information will be stored in our database as long as you are an authorized user. Upon termination of your access and use of the Website, your personal profile will be deleted from our database.

4. SECURITY OF INFORMATION

Gateway has security measures in place to protect against unauthorized access, use, disclosure, or alteration of information under our control. These security measures include using a firewall to prevent unauthorized access to our systems and maintaining registration information on a server inaccessible to the public.

Although we exercise reasonable care in providing secure transmission of information between your computer and our servers, we cannot ensure or warrant the security of any information transmitted to us over the Internet and accepts no liability for any unintentional disclosure.

5. LINKS TO THIRD PARTY WEBSITES

The Site may contain links to other third party websites. We are not responsible for the content or privacy practices of any other websites to which the Site may links. This Privacy Policy is applicable

only to the Site and not to any other websites that you may be able to access from this Site, each of which may have data collection, storage, and use practices and policies that differ materially from this Privacy Policy. We encourage you to review the privacy policy for each such third party website.

6. UPDATES AND CHANGES TO PRIVACY POLICY

We reserve the right, at any time and without notice to you, to add to, change, update, or modify this Privacy Policy, simply by posting such change, update, or modification on the Sites. Any such change, update, or modification will be effective immediately upon posting on the Sites.

If updated, the Privacy Policy will note the effective date of the update. Please check the effective date at the top of this page to determine if the policy has been modified since you last reviewed it.

Your continued use of any portion of our Sites following posting of the updated Privacy Policy constitutes your acceptance of the changes.

7. USER ABILITY TO ACCESS, UPDATE, AND CORRECT PERSONAL INFORMATION

While you are an authorized user of the Website, you can access, update, correct or delete any of your personal information. If you have any question about this matter, or if you need any help in accessing, updating, or correcting your personal information or personal profile, contact us as provided bellow.

When you cease to be an authorized user, we will delete your personal profile.

8. CONTACT US

If you have any questions or comments about this Privacy Policy or any other matter regarding the Site, please send them by email to:

CONTACT INFORMATION

Customers Service

Gateway Masters, Inc.

Phone: 877-648-0602

Email; support@gatemastersinc.com