

# **Professional Parking Management Corp.'s Terms and Conditions & Usage and Privacy Policy**

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## **Terms and Condition**

These terms and conditions (“Terms”) set forth a legally binding agreement between you and Professional Parking Management Corp. (“PPM” or the “Company”) and its corporate affiliates, subsidiaries and divisions as may change from time to time. These terms and conditions specifically govern your use of the PPM website to pay Parking Charges (“Service”). By accessing or using the Service you, your heirs, assigns, and successors (collectively, “you” or “your”) are indicating that you have read, understand, and agree to be bound by these Terms. If you do not agree to these Terms, then you must stop accessing or using the Service. Acceptance of these Terms represents the formation of a separate agreement between you and PPM and does not replace or amend any prior obligation or contract you may have entered into with PPM—including the Parking Contract, which is a valid and enforceable agreement between you and PPM.

**BY AGREEING TO THESE TERMS AND CONDITIONS, YOU HEREBY PROVIDE PROFESSIONAL PARKING MANAGEMENT CORPORATION WITH YOUR EXPRESS CONSENT TO OBTAIN YOUR NAME AND MAILING ADDRESS FROM THE STATE DEPARTMENT OF MOTOR VEHICLES PURSUANT TO 18 U.S.C. § 2721. YOU FURTHER ACKNOWLEDGE THAT BY AGREEING TO THESE TERMS**

**AND CONDITIONS THAT YOU REAFFIRM AND RATIFY YOUR AGREEMENT TO THE PARKING CONTRACT POSTED AT THE PPM MANAGED PARKING FACILITY, WHICH IS FULLY AND SPECIFICALLY INCORPORATED HEREIN, INCLUDING, BUT NOT LIMITED TO, THE BINDING ARBITRATION CLAUSE AND CLASS ARBITRATION WAIVER.**

**a) Eligibility and Scope**

You may use the Service only if you have the capacity to form a binding contract with PPM, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. Without limiting the foregoing, the Service is only available to those who are at least 18 years old. If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms except for in this sentence, refer to that organization or entity).

**b) Payment**

Our Service may require payments from you for the use of PPM managed parking facilities or to pay PPM Parking Charge Notices. You understand that only certain forms of payment may be accepted, and these acceptable forms of payment are subject to change at any time. You may provide us with a method of payment, and by doing so, you represent and warrant that you are authorized to use that method of payment.

We use a third-party payment provider for processing payment transactions. The third-party payment provider may impose insufficient funds, charges or other fees. We are not responsible for your interactions with third-party payment providers or for any charges or fees they may impose.

**c) Warranties and Disclaimers**

Your access to and use of the Service is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, PPM AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security, or reliability of the Service or any content thereon. PPM will not be responsible or liable for any harm to your person, vehicle, personal property, computer systems including loss of data, or other harm that results from your access to or use of the Service. You also agree that PPM has no responsibility or liability for its deletion of, or the failure to store, retain, or transmit, any records related to you. We make no warranty that the Service will

meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from PPM or through the Service, will create any warranty not expressly made herein.

#### **d) Indemnification**

You agree to indemnify, hold harmless and defend PPM with respect to any claim, demand, cause of action, debt, liability, damages, costs or expenses, including reasonable attorney's fees and expenses of PPM's selected attorneys, arising from any third party claim against PPM relating to (i) your violation of law; (ii) your infringement of any Intellectual Property or similar proprietary rights of any person or entity; (iii) your improper or illegal use of the Service; (iv) any act or omission or willful misconduct of yours; (v) any breach of any of your representations, warranties, or covenants made herein; (vi) any failure by you to comply with these Terms and Conditions; (vii) and any claims arising from the Parking Contract.

Please note that operating a cell phone or any other device while driving can be dangerous and we advise you not to use our Service while operating a vehicle. You agree to indemnify and hold PPM harmless from any or all liability whatsoever for any harm, loss or injury related to use of our Service while operating any kind of vehicle

#### **e) Limitations of Liability**

By using the Service, you hereby release, remise and forever discharge and give up any and all claims which you may have against PPM, which now or hereafter arise from, relate to or are connected with the Parking Contract, Service or any third party's use of the Service. You further waive, release and give up any and all claims and defenses arising from or relating to any act, event or omission. This includes, without limitation, any claim which could be asserted now or in the future under (i) common or civil law; (ii) any PPM's policies, practices, or procedures; and/or (iii) any federal, state, provincial, and/or local statutes or regulations.

To the fullest extent permitted by applicable law, PPM disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. PPM does not warrant that our Website or Service are free of viruses or other harmful components. PPM will not be liable for any damages of any kind arising from the use of our Service, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights

#### **f) Parking Contract**

The Parking Contract is a collateral document to these Terms and is specifically incorporated herein. Accepting these Terms further ratifies your agreement(s) to be bound by the Parking Contract consistent with your use of one or more PPM managed parking facilities. Acceptance of these Terms only ratifies your prior agreement regarding the Parking Contract and does not replace or amend its terms.

## **Usage and Privacy Policy**

This policy governs the Automated License Plate Recognition System (“ALPR System” or “System”) operated by the Company, and applies to our employees, customers, and camera affiliates who have access to or use our System. Our ALPR System is a searchable computerized database resulting from the operation of one or more mobile or fixed cameras combined with computer algorithms to read and convert images of registration plates and the characters they contain into computer-readable data. The information contained in the System (“LPR Data”) includes images of license plates, plus the date, time, and location when the images were collected, and the license plate characters and numbers associated with the image. The images stored in the System are collected from areas visible to the public where there is no reasonable expectation of privacy. The collection and dissemination of the information contained in the System is protected activity under the First Amendment to the US Constitution. Moreover, LPR Data stored in our System does not include any personally identifying information (“PII”), or information which relates the license plate image to the driver or registered owner of a vehicle. PII contained in vehicle registration information is protected by federal law (Driver’s Privacy Protection Act, Title 18, US Code, Section 2721 et seq.) and state laws. Law enforcement and other users may have access to vehicle registration information, and other sources of PII, which they may correlate with LPR Data stored in the System to create vehicle hot lists in accordance with the above referenced federal law. All hot list fields other than the license plate number itself are encrypted to protect any PII that may exist in these hot lists.

### **a) Use and Collection of LPR Data**

The Company authorizes collection of LPR Data for the use of the Company and its customers consistent with this policy. The Company does NOT make the ALPR System or data it contains available to individuals for personal, non-commercial purposes. However, the Company will share the collected data:

- With government authorities and third parties involved in court action, including external agencies and organizations (including the police and the relevant local authority) for the purpose of complying with applicable legal and regulatory obligations.
- When we believe that disclosure is (1) reasonably necessary to comply with any applicable law, regulation, subpoena, legal process or

enforceable governmental request; (2) necessary to enforce the provisions of the Policy; (3) required to enforce our terms, including investigation of potential violations; or (4) necessary to investigate or protect against actual or threatened harm to the rights, property, or safety of Professional Parking Management, our Users, or the public as required or permitted by law.

You acknowledge and agree that we cannot be held liable for the actions or omissions of any party with whom we share your information, and such information will be governed by such parties' policies, procedures, and practices.

#### **b) Users and Training**

All employees of the Company are authorized to use the ALPR System to demonstrate the System to customers, or potential customers, provide customer support, or collect data for purposes authorized by this policy.

All independent contractors of the Company are authorized to use the ALPR System for purposes consistent with their underlying contract with the Company and this policy. All authorized employees and independent contractors that collect LPR Data are required to read and understand any documents (e.g., the operational manual for the specific camera type) necessary to successfully operate a camera. Additionally, all authorized employees and independent contractors that collect LPR Data are required to read and understand "Know Your Rights: Photographers" published by the American Civil Liberties Union (ACLU) located at: <https://www.aclu.org/know-your-rights-photographers> (July 2014).

#### **c) Monitoring and Compliance**

The Company is not aware of any individual privacy interest applicable to the anonymous LPR Data contained in the System, however, because the Company considers LPR Data a valuable asset of the Company, we maintain usage logs, and periodically audit such logs, to ensure the security of our data assets and compliance with this policy. The usage logs include the following information:

- (1) The date and time LPR Data is accessed.
- (2) The IP address from which the LPR Data is accessed.
- (3) The license plate number or other data elements used to query the System.
- (4) The username of the person who accessed the information and, as applicable, the organization or entity with whom the person is affiliated.
- (5) The purpose for accessing the information.

#### **d) Sale, Sharing or Transfer of LPR Data**

The Company licenses our commercially collected LPR Data to customers for the authorized uses set forth in Section A of this policy. The Company shares the results of specific queries for use by its customers consistent with this

policy and pursuant to the customer's license agreement. Through an affiliate subsidiary of our parent Company, the Company collects data for commercial purposes and does not collect data on behalf of law enforcement agencies.

**e) Custodian or Owner of the ALPR System**

The Company is the custodian and owner of the ALPR System and is responsible for implementing this policy.

**f) Accuracy of LPR Data**

The collection of LPR Data is automated so that the license plate images, and the details of when they are collected, are included in the System without review, along with the computer translation of the license plate number. Although very infrequent, the license plate translation is sometimes inaccurate or incomplete. To avoid mistaken use of LPR Data the Company employs staff to verify the computer translation before taking any action as a result of LPR Data. The Company corrects mistaken translation and other database errors when identified.

**g) Retention**

The Company retains LPR Data if it has commercial value. The Company periodically evaluates the use of historical LPR Data to determine if the cost to maintain the data exceeds its value.

**h) Revisions of Usage and Privacy Policy**

The Company reserves the right to revise this policy at any point in the future and such changes will be retroactively applicable to data collected prior to any revision of this policy.

**i) Security**

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser or looking for "https" at the beginning of the address of the web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment

Professional Parking Management believes strongly in an individual's right to privacy. This policy summarizes what personally identifiable information we may collect on this website, and how we may use this information. This commitment reflects the value we place on earning and keeping the trust of our

employees, customers, business partners and others who share their personal information with us.

## **FAQ's**

### **What information do we collect?**

We collect information from you when you register on our site, subscribe to our newsletter, respond to a survey, fill out a form or send us an email.

### **What do we use your information for?**

Any of the information we collect from you may be used in one of the following ways:

#### **To respond to your inquiries and requests**

(your information helps us to better respond to your individual needs)

#### **To improve our website**

(we continually strive to improve our website offerings based on the information and feedback we receive from you)

#### **To improve customer service**

(your information helps us to more effectively respond to your customer service requests and support needs)

#### **To administer a promotion, survey, or other site feature**

#### **To send periodic emails**

The email address you provide for order processing, may be used to send you information and updates pertaining to your order, in addition to receiving occasional Company news, updates, related product or service information, etc. Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

### **Do we use cookies?**

Yes (Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain non-personal information (i.e. your web browser, pages visited, duration of visit, etc).

We use cookies to compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your browser settings. Like most websites, if you turn your cookies off, some of our services may not function properly. However, you may still contact us by phone or mail.

### **Do we disclose any information to outside parties?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

### **Third party links**

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

### **Online Privacy Policy Only**

This online privacy policy applies only to information collected through our website and not to information collected offline.

### **Your Consent**

By using our site, you consent to our web site privacy policy.

### **Changes to our Privacy Policy**

If we decide to change our privacy policy, we will post those changes on this page.

### **LPR Privacy**

License plate reader (LPR) data and technology providers like Professional Parking Management get asked the same question nearly every day of the week: "Is the collection of LPR Data constitutional?" In a word, Yes.

License plates are required to be displayed prominently and publicly. Essentially, an LPR camera is not doing anything different than what the human eye or a smartphone can do. It captures plate numbers and notes the time and location that the photo was taken. Automatic LPR systems can just complete the tasks much faster.



LPR Data contains no personally identifiable information. Truly, license plates are one of the first and best forms of encryption. The only way to link a license plate reader to a name is by accessing Department of Motor Vehicle (DMV) files. DMV file access is protected by a federal statute – the Driver’s Privacy Protection Act (DPPA) – which sets a small handful of specific, permissible purposes that detail when DMV data can be used to reveal personally identifiable information.

### **LPR Protected as Free Speech**

More importantly, banning LPR use would infringe on constitutionally protected speech. Taking and distributing a photograph is an act that is fully protected by the First Amendment. Any citizen can walk outside and photograph anything, including a license plate.

*“Even privacy advocates who want restrictions on LPR acknowledge that – at its core – LPR Data collection is constitutional. In testimony in front of the Vermont House Judiciary Committee, Allen Gilbert, executive director of the ACLU’s Vermont chapter, admitted: “We think the prohibition [on commercial LPR] would be unconstitutional.”*

*In just the past few years, commercial LPR has helped finance companies to recover more than 500,000 vehicles under foreclosure and helped insurance companies find tens of thousands of stolen vehicles. Putting these vehicles back on lenders’ books represents a significant risk reduction on delinquent portfolios, allowing lenders and insurance companies to keep rates low.*

*LPR is also used by law enforcement to generate leads in criminal investigations. Data access controls and data security, rather than preventing a private entity from taking LPR photographs in public places, will ensure that LPR Data is both protected from misuse and made available for valuable commercial and public safety purposes.*

*So, what I am trying to say is yes, LPR technology is constitutional.”*

From: <https://experiencedcriminallawyers.com/>

Are License Plate Scanners a Violation of My Civil Rights?

No, not according to the law. **You have no expectation of privacy while out in public.**