

## **ER APPS CORP. – Privacy Policy**

PLEASE READ THIS PRIVACY POLICY CAREFULLY BEFORE ACCESSING OR USING THIS SITE. IT CONTAINS IMPORTANT INFORMATION AS TO HOW WE COLLECT YOUR INFORMATION, USE YOUR INFORMATION AND HOW WE ATTEMPT TO SECURE YOUR INFORMATION. BY UTILIZING/ACCESSING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS OF THE ER APPS CORP. PRIVACY POLICY, AS AMENDED FROM TIME TO TIME.

### **Privacy Statement**

ER APPS CORP. respects your privacy and is committed to protecting your personal information and takes steps to prevent others from accessing your information. However, as with most mobile applications and websites, we cannot guarantee that your personal information will not be seen by others who somehow gain access to your information. You have the option of not providing all of the information requested on the site. In the event that you do not provide all of the information requested, you may not be able to access certain features on the website. This privacy policy only applies to [www.fixitapp.nyc](http://www.fixitapp.nyc) and does not apply to any website links that may be present on the site.

### **Collection of Information**

You provide certain information to ER APPS CORP. by entering it onto our site and/or mobile application. Said information may include, but may not be limited to, your [or third party providing the information on your behalf] name, mailing address, e-mail address, telephone number and credit card information. Any information submitted to ER APPS CORP. may also be disclosed to a provider. Additionally, our systems may also automatically collect information from you that is not necessarily purposefully disclosed by you, including, but not limited to, your internet protocol (IP) address, cookies, operating system, web browser information and the internet search terms you used. By utilizing the website, you are agreeing to the processing and storage of your information on certain servers that may, or may not be, maintained by ER APPS CORP.

### **Use of Information**

We may use your information for many purposes in connection with this site, including, but not limited to: (i) rendering services from our mobile application/website; (ii) giving the information to a provider; (iii) improving our marketing efforts; (iv) improving our mobile application/website content; (v) analyzing the usage of our mobile application/website; (vi) to contact you when necessary; (vii) payment processing; (viii) customer service; or (ix) fraud prevention. As such, your information may be given to others as necessary to effectuate the intended use of the mobile application/website and for purposes relating to the mobile

application/website. We will not sell, share or rent any personal information about you to any outside third parties without your expressed written consent or as otherwise required by law/court order. Although the providers have made certain representations to ER APPS CORP. stating that they agree to maintain your personal information in accordance with local, state and federal laws, ER APPS CORP. cannot guarantee that (and ER APPS CORP. will not be responsible for) the providers will maintain your personal information in accordance with said laws. You must ensure that you are comfortable with sharing your personal information with each individual provider before disclosing your personal information to him or her.

### **Username and Password**

You will be responsible for any and all transactions that take place by a user who gains access to your account utilizing your user name and password. ER APPS CORP. will accept the instructions of any individual who claims to be authorized to direct changes to your account if that individual presents your username and password or provides other accurate account information acceptable to ER APPS CORP., in its sole discretion. ER APPS CORP. will not be responsible for the actions of any individuals who wrongfully gain access to your personal information utilizing your username and password or who otherwise wrongfully gain access to your account. In the event you become aware of any unauthorized use of your account, you agree to notify ER APPS CORP. immediately.

### **No Guarantee of Non-Disclosure of Information**

Although your privacy is very important to us, due to the existing legal and technical environment, we cannot ensure that your personal information will not be disclosed to third parties in ways not described in this Agreement. Additionally, we can (and you authorize us to) disclose any information about you to private entities, law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate to address or resolve inquiries or problems. This will not be done for commercial purposes or gain from ER APPS CORP.

### **Miscellaneous**

This agreement and the resolution of any dispute related to this Agreement or the site shall be governed by and construed in accordance with the laws of New York in the United States of America, without giving effect to any principles of conflicts of law. You acknowledge that acceptance of this privacy policy is a condition to your use of our services and you agree to be bound by all of its terms and conditions. If you would like to delete or modify your personal information, please contact ER APPS CORP. at \_\_\_\_\_ . ER APPS CORP.'s failure to insist upon strict enforcement of any provision of this agreement shall not be construed as a waiver of any provision or right. Any legal action or proceeding between ER APPS CORP. and you related to this agreement shall be brought exclusively in a federal or state court of competent jurisdiction venued in New York.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT: (i) NEITHER ER APPS CORP., ITS MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, BUSINESS PARTNERS, SUPPLIERS, PROVIDERS, LICENSORS, DISTRIBUTORS AND/OR AGENTS WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY OF THE FOLLOWING: SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND; LOST PROFITS OR DAMAGES RELATED TO THE PROCUREMENT OF SUBSTITUTE GOODS/SERVICES, FOR LOSS OF DATA OR RELEASE OF ANY DATA TO THIRD PARTIES; OR ANY OTHER DAMAGE TO INTANGIBLE PERSONAL PROPERTY, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF DOCTOR AVAILABLE, ITS SUPPLIERS OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) ER APPS CORP.'S TOTAL LIABILITY TO YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNTS RECEIVED FROM YOU UNDER THIS AGREEMENT. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ER APPS CORP. reserves the right to update this Privacy Policy at any time without prior written notice.