

TERMS OF USE

Thanks for using our service ("Service")! The Service is provided by ParkEffects, located at 1617 Third Avenue, Box 286068, New York, New York 10128, United States.

By using our Service, you are agreeing to these terms, our privacy policy, and our data policy notice. Please read them carefully.

CHANGES TO THE TERMS

We may modify these terms or any additional terms that apply to our Service to, for example, reflect changes to the law or changes to our Service. Please take the time to look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in our Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for our Service, please discontinue your use.

SUBSCRIBING TO OUR SERVICE

You may receive our Service only if you can legally subscribe to us, and only in accordance with these terms and all applicable laws. You can't subscribe to our Service if it would be prohibited by U.S. sanctions. Any use or access by anyone under the age of 17 is not allowed. By subscribing to ParkEffects, you agree to receive parking notifications, informative newsletters, and limited advertisements through email and U.S. mail.

However, parking restrictions (i.e. no parking signs) take precedence over any information that you receive from us. All applicable parking rules and regulations apply to you, and your subscription to our Service does not excuse you from following the rules.

LIMITED LICENSE TO OUR SERVICE

Subject to your compliance with these terms, ParkEffects grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use any content, information and related materials that may be made available through the Service, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by ParkEffects and ParkEffect's licensors.

EMAIL

You can cancel our email servicing of alternate-side parking notifications and newsletters any time. In any of the emails received, just click on the "Unsubscribe" option. After this, you will no longer receive email messages through our Service.

NETWORK ACCESS AND DEVICES

You are responsible for obtaining the data network access necessary as a subscriber to our Service. Your mobile network's data and messaging rates and fees may apply if you access the Service from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access the Service and any updates. We do not guarantee that the Service will function on any particular hardware or devices. In addition, the Service may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

SECURITY

Your security is paramount to us. One way that we safeguard each subscriber's information is to leverage Amazon Web Services (AWS) for hosting. This ensures that your data is fortified by layers of protection and hardened security measures.

MODIFYING AND TERMINATING OUR SERVICE

We are constantly changing and improving our Service. We may add or remove functionalities or features, and we may suspend or stop the Service altogether.

You can stop using our Service at any time, although we'll be sorry to see you go! We may terminate or suspend your right to access our Service for any reason with or without notice. ParkEffects may also stop providing Service to you or add or create new limits to our Service at any time.

THIRD-PARTY LINKS

Our Service may contain links to other websites and resources provided by third parties that are not owned or controlled by us. We have no control over the contents of those websites or resources. If you access any third-party content from our Service, you do so at your own risk and subject to the terms and conditions of use for such third-party content.

DISCLAIMER OF WARRANTIES

Our Service is provided on an "as is" basis without warranty of any kind, whether express or implied, statutory or otherwise. We specifically disclaim any and all warranties of merchantability, non-infringement, and fitness for a particular purpose.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF PARKEFFECTS AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, MEMBERS, MANAGERS AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO PARKEFFECTS TO SUBSCRIBE TO THEIR SERVICE.

BUSINESS USES OF OUR SERVICE

If you want to use ParkEffects for commercial purposes, you must contact us at info@parkeffects.com, with the subject line: BUSINESS TERMS.

GENERAL TERMS

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between ParkEffects and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of the State of New York, U.S.A., excluding New York's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Service. All claims arising out of or relating to these terms or the Service will be litigated exclusively in the federal or state courts of New York County, New York, USA, and you and ParkEffects consent to personal jurisdiction in those courts.