

Terms of Service and Privacy Policy

United States and European Union

Effective Date: January 1, 2024

This document consists of two parts: the Terms of Service (Part I) and the Privacy Policy (Part II). Together they govern your use of the SQVR platform. Please read both parts carefully before registering.

Operator: SQVR LLC, a limited liability company registered in the Commonwealth of Pennsylvania, United States of America (hereinafter "SQVR", "we", "us", or "our").

Contact: legal@sqvr.com

PART I — TERMS OF SERVICE

1. DEFINITIONS

The following capitalized terms have the meanings set out below throughout this document.

SQVR / Service / Platform — the suite of mobile applications, software, and websites operated by SQVR LLC, including www.sqvr.com and any related domains.

Object — a digital workspace created within SQVR in which Users are assigned Roles, registries are maintained, meetings are held, and shared property is managed. Each Object is of one of three types:

- Multi-Family Building (MFB)
- Building Group / Residential Complex
- Community / Neighborhood

Objects are created based on information entered by Users. SQVR does not independently verify the existence, ownership structure, legal status, address, boundaries, or other characteristics of any Object or of any real-world property or community to which an Object may relate. Responsibility for the accuracy and completeness of Object-related information rests solely with the Administrator, Moderator, or Expert who creates or administers the Object.

Object Context — All Users, roles, records, contractors, management companies, owners, and other data in SQVR exist only in the context of one or more specific Objects. SQVR does not maintain standalone users, roles, records, contractors, management companies, owners, or other records outside an Object. Any reference in this document to a User, role, record, contractor, management company, owner, or other person or record means such person or record only as associated with a specific Object, unless the context clearly requires otherwise.

Association — any form of self-organization of property owners, including but not limited to: Homeowners Association (HOA), Condominium Owners Association (COA), cooperative, non-profit partnership, or any similar entity established in accordance with applicable law.

Real Property Owner — a natural person or legal entity that, according to the data entered into SQVR, owns a property unit, building, parcel, or share thereof within an Object. SQVR does not independently verify ownership rights. The term Real Property Owner refers to the underlying ownership status and is distinct from the Primary Role of Owner, which is a registered User designation within the Service.

User — any natural person or legal entity that controls access to a confirmed email address and has completed registration in SQVR through that address. Each combination of email address, Object, and Primary Role constitutes a separate User record with its own associated data. SQVR does not independently verify the identity or legal status of the person or entity controlling any email address. A confirmed email address serves solely as a technical identifier and communication channel within each Object. The same confirmed email address may be associated with separate User records in different Objects. SQVR does not require the data in those separate User records to be identical. The representation of a User within each Object is determined by the data maintained for that Object and the actions of AME within that Object.

Primary Role — the functional role assigned to a User within a specific Object. A User may hold only one Primary Role within any single Object, but may hold different Primary Roles across different Objects. The available Primary Roles are:

- Owner
- Owner's Contact Person
- Management Company
- Management Company Employee
- Contractor
- Contractor Employee
- Expert

Owner — a Primary Role for a User associated with a specific property unit within an Object. An Owner may participate in polls, sign petitions, submit requests, vote at General Meetings, access information about the Object, send and receive messages, upload files and photos, and perform other Object-related actions and scenario-specific functions as permitted by the Service and the relevant Object settings.

Owner's Contact Person — a Primary Role for a User independently registered in SQVR who has been designated by an Owner to receive notifications. An Owner's Contact Person does not represent the Owner and may not act on the Owner's behalf in any Service scenario. Each Owner may designate up to five (5) Contact Persons. A Contact Person registers independently and provides their own consent to the processing of their personal data. The Owner's Contact Person role is specific to the Object in which it is assigned: the relationship between a Contact Person and an Owner exists only within that Object and is linked to a specific Owner identifier within it. Accordingly, a User in the Primary Role of Owner's Contact Person may be associated with only one Owner within the same Object.

Management Company — a Primary Role for a User representing a legal entity that manages one or more Objects within the Service.

Management Company Employee — a Primary Role for a User affiliated with the Management Company responsible for the Object. May publish work reports, process Owner requests, and communicate with other Users.

Contractor — a Primary Role for a User representing a legal entity engaged to perform work within one or more Objects within the Service.

Contractor Employee — a Primary Role for a User affiliated with a specific Contractor. May publish work reports and process Owner requests.

Expert — a Primary Role for a User who has no ownership or employment relationship with the Object, but who has been granted broad access rights within it, equivalent in scope to those of a Moderator, for the purpose of providing professional advice or assistance. An Expert may access, create, and edit information within the Object but may not revoke the rights of an Administrator.

Administrative Role — an additional role that may be granted, within a specific Object, only to a User whose Primary Role is Owner or Management Company Employee. A User may hold only one Administrative Role within any single Object. The available Administrative Roles are:

- Administrator — an Administrative Role for a User who holds the broadest rights to access, create, edit, and delete information within an Object. May revoke Moderator rights from any User.
- Moderator — an Administrative Role for a User whose rights are substantially identical to those of an Administrator, except that a Moderator may not revoke Administrator rights.

AME — collective abbreviation for Administrator, Moderator, and Expert. Used throughout this document to refer to Users holding any of these roles within a given Object.

Unregistered Person Account — a set of data entered into SQVR by an AME on behalf of a person who has not yet registered in the Service in a specific Primary Role. Each Unregistered Person Account is associated with exactly one Primary Role, and the set of Mandatory Data and Optional Data depends on that Primary Role. The role-specific forms of Unregistered Person Account are set out in Annex A.

Unknown Owner — a record in SQVR containing data relating only to a unit/building within an Object, without data identifying a specific natural person or legal entity.

Mandatory Data — data required for registration and the provision of Service functionality for a given Primary Role.

Optional Data — data that may be provided voluntarily by the User or entered by an AME.

Always Public Data — data that is permanently visible to all Users within the same Object and cannot be made private.

Optionally Public Data — data that is private by default but which the User may choose to make visible to all Users within the same Object. The User may revert such data to private at any time.

Always Private Data — data that is permanently visible only to the User themselves and to Administrators, Moderators, and Experts within the same Object. This data cannot be made public.

Where a conflict arises between the main body of this Policy and an Annex, the specific rule in the Annex prevails for the relevant role or data category.

2. ACCEPTANCE OF TERMS

By registering for or using SQVR, you agree to be bound by these Terms of Service and the Privacy Policy set out in Part II of this document. If you do not agree to these terms, you must not register or use the Service.

You represent that you are at least thirteen (13) years of age. SQVR does not knowingly collect personal data from children under the age of 13. If you become aware that a child under 13 has registered without parental consent, please contact us at legal@sqvr.com and we will take steps to remove that account.

SQVR does not independently verify the identity or age of Users beyond confirming control of an email address (and, where the User consents, a phone number). By registering, you represent that the information you provide is accurate and that you have the legal capacity to enter into this agreement.

3. DESCRIPTION OF THE SERVICE

SQVR is a digital platform designed to facilitate interaction between property owners sharing common property, and the entities that manage or service that property. The Service provides the following core features:

- Registry of Owners and their associated property data within an Object.
- General Meetings of Owners and electronic voting.
- Committee Meetings for committees established within an Object.
- Polls and surveys.
- Petitions.
- Requests submitted by Owners and Contact Persons regarding violations or disorder.
- Management of shared property usage.
- Instructions for granting visitor access to the Object territory.
- Delivery and parcel management.
- Announcements.
- Mass notifications and reminders.
- Object budget management.

- Work reports.
- Electronic document archive.
- Directory of useful local addresses and service providers.

SQVR provides the platform as a tool. The legal validity and enforceability of any decisions made through the Service, including General Meeting resolutions, is the responsibility of the Users and the relevant Association, not of SQVR.

4. ELECTRONIC VOTING AND GENERAL MEETINGS

SQVR provides technical functionality for conducting electronic votes at General Meetings of Owners and for recording paper ballots submitted outside the Service. Specifically, the Service collects and stores electronic votes cast by registered Users; allows AME to record paper ballots on behalf of Owners who have not voted electronically; tabulates votes and calculates results based on the data entered; and generates a draft meeting record that must be reviewed, signed by the designated meeting organizers, and published within the Service before it acquires any legal effect.

What SQVR does and does not do. SQVR performs a technical function: it collects, stores, and tabulates data as entered by Users. SQVR does not perform a legal function: it does not verify the authority of meeting organizers, the validity or legality of the agenda, the eligibility of any Owner to vote, or the compliance of the meeting procedure with applicable law. The fact that SQVR stores ballots in immutable form and tabulates results does not constitute certification, notarization, or legal validation of those results.

Quorum calculation. SQVR calculates quorum based solely on data entered by Users at the time of Object registration, paper ballots recorded by AME, and electronic votes cast through the Service. SQVR does not verify the accuracy or completeness of the underlying data, the authenticity of paper ballots, or the legal eligibility of any Owner to vote. The accuracy of the quorum calculation is therefore contingent on the accuracy of the data provided by Users, for which Users bear sole responsibility.

Allocation of responsibility. The following Users bear personal responsibility for the lawfulness and accuracy of the actions they take within the Service in connection with a General Meeting:

- Users who initiate and organize a General Meeting bear responsibility for ensuring that the meeting is convened in accordance with applicable law, the governing documents of the relevant Association, and the rights of all Owners.
- AME who record paper ballots or enter voting data on behalf of Owners bear responsibility for the accuracy and authenticity of the data they enter.
- Users who sign and publish the meeting protocol within the Service bear responsibility for the accuracy of the protocol and its compliance with applicable law.

No legal guarantee. SQVR makes no representation that the results of any vote conducted through the Service will be recognized as legally binding by any court, regulatory authority, arbitral body, or third party. Users who rely on the Service for legally significant votes are

solely responsible for ensuring that the process meets all applicable legal requirements and should obtain independent legal advice where necessary.

5. USER OBLIGATIONS AND PROHIBITED CONDUCT

By using SQVR, you agree to:

- Provide accurate information when entering data into the Service or when completing registration, and keep information within your control current.
- Maintain the confidentiality of your account credentials and notify SQVR immediately of any unauthorized access.
- Use the Service only for its intended purposes and in compliance with applicable law.
- Respect the privacy and rights of other Users.

You must not:

- Use the Service to harass, defame, threaten, or harm any person.
- Upload or transmit content that is unlawful, fraudulent, or infringes the intellectual property rights of any third party.
- Attempt to gain unauthorized access to any part of the Service or any other User's account.
- Use the Service to send unsolicited commercial communications.
- Interfere with or disrupt the integrity or performance of the Service.
- Enter data about third parties without having a lawful basis to do so.

6. DATA ENTERED ABOUT THIRD PARTIES

SQVR allows Users with appropriate permissions, namely Administrators, Moderators, and Experts, to enter data about individuals who have not yet registered in the Service through Unregistered Person Accounts. This functionality is intended to enable the pre-population of registries and the subsequent invitation of those individuals to register.

The role-specific forms of Unregistered Person Account are set out in Annex A. Where SQVR transmits an invitation or notice by electronic mail or by any other communication channel available within the Service, SQVR acts solely as a technical service provider and only on the documented instruction of the relevant authorized User. Any such communication shall be limited to non-promotional, service-related content necessary for Object administration, role assignment, registration, or related platform functionality.

The entering of personal data relating to an unregistered person into an Unregistered Person Account, by itself, does not create any obligation on SQVR to contact such person or to initiate any invitation, notice, or other communication to such person on its own initiative. Any decision to send an invitation or notice to an unregistered person shall be made solely by the User with administrative rights in the relevant Object or by the applicable controller acting through such User, as the case may be.

Responsibility for determining the lawfulness of entering personal data concerning an unregistered person, for establishing the lawful basis for such processing, and for providing

any notice required under applicable data protection law rests with the User with administrative rights and/or the applicable controller in connection with the relevant Object, except to the extent SQVR is required to act otherwise under applicable law or under a documented instruction from such User or controller.

For the avoidance of doubt, in the Service every User is associated with one or more specific Objects, and no User record exists in the Service except in the context of a particular Object. Unregistered Person Accounts are created, maintained, edited, and deleted only within a specific Object and only by a User acting with administrative rights in that Object or by another User expressly authorized to do so under the applicable Object settings.

SQVR provides the technical means to store, structure, display, and, where permitted by the applicable permissions, allow the editing or deletion of such data within the relevant Object. SQVR does not independently determine whether any unregistered person should be contacted, does not independently verify the identity, ownership, or contact details of any unregistered person, and does not independently search for additional contact information or other means of contact.

7. INTELLECTUAL PROPERTY

SQVR and its licensors retain all intellectual property rights in the Service, including its software, design, trademarks, and content created by SQVR. Nothing in these Terms grants you any rights in the Service other than the limited right to use it in accordance with these Terms.

You retain ownership of content you create or upload within SQVR. By uploading content, you grant SQVR a non-exclusive, worldwide, royalty-free license to host, store, and display that content solely for the purpose of providing the Service to you and other authorized Users of the same Object.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SQVR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, EVEN IF SQVR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless SQVR LLC and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to: (i) your use of the Service; (ii) your violation of these Terms; (iii) your violation of any applicable law; or (iv) your processing of third-party personal data without a lawful basis.

10. DISPUTE RESOLUTION AND ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service that cannot be resolved informally shall be resolved by binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules. Arbitration shall take place in Pennsylvania, United States, unless the parties agree otherwise.

Class Action Waiver. YOU AND SQVR EACH WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING. ALL CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights.

For Users located in the European Union, nothing in this section affects your right to bring a complaint before a supervisory authority or to seek judicial remedies under applicable EU law.

11. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, without regard to its conflict of law provisions.

For Users located in the European Union, mandatory consumer protection provisions of EU member state law shall apply to the extent required by applicable law and shall not be overridden by this clause.

12. MODIFICATIONS TO THE TERMS

SQVR reserves the right to update these Terms at any time. We will notify you of material changes by email and/or by a prominent notice within the Service no less than thirty (30) days before the changes take effect. Your continued use of the Service after the effective date of the updated Terms constitutes acceptance of the changes.

The current version of these Terms is always available at www.sqvr.com/terms.

13. REMOVAL FROM AN OBJECT AND ACCOUNT TERMINATION

A User may remove themselves from any Object at any time through the Service settings. Removal is performed on a per-Object basis; a User who participates in multiple Objects must remove themselves from each Object individually.

Administrator restriction. A User holding the Administrative Role of Administrator may not remove themselves from an Object until they have transferred their Administrator rights to another eligible User. Every Object must have at least one Administrator at all times. The Service will not permit self-removal by an Administrator unless Administrator rights have first been successfully transferred.

A User or an Unregistered Person Account may also be removed from an Object by an AME of that Object.

Upon removal from an Object, regardless of who initiates it, the following applies:

- The User loses access to the Object and is no longer listed as an active participant.
- The User's profile within that Object is marked with a "deleted" status.
- All content previously created by the User or associated with the Unregistered Person Account is retained within the Object, including but not limited to: voting ballots, electronic voting results from meetings and polls, announcements, correspondence with other Users, and any other data necessary to maintain the integrity and consistency of the Object's records.

SQVR may suspend or terminate a User's access to the Service entirely if the User violates these Terms, if required by applicable law, or if the Service is discontinued. In the event of suspension or termination by SQVR without cause, we will provide reasonable advance notice where practicable.

PART II — PRIVACY POLICY

This Privacy Policy describes how SQVR LLC collects, uses, stores, and shares personal data in connection with the SQVR platform. It applies to all Users to the extent SQVR processes their personal data subject to applicable United States law and, where applicable, the GDPR and CCPA/CPRA.

For the purposes of the GDPR, this Policy constitutes the information notice required under Articles 13 and 14 of Regulation (EU) 2016/679, to the extent that SQVR's processing of personal data is subject to that regulation.

For the purposes of the CCPA and CPRA, this Policy also serves as the notice required under those laws, to the extent that SQVR's processing of personal data is subject to them.

14. DATA CONTROLLER

Name: SQVR LLC

Jurisdiction: Commonwealth of Pennsylvania, United States of America

Privacy contact: privacy@sqvr.com

SQVR LLC is the data controller for all personal data processed in connection with registered Users of the Service, including the categories of data described in Annex A, Annex B, and Annex C.

With respect to personal data entered by Users into Unregistered Person Accounts, the User who enters such data is responsible for ensuring that they have a lawful basis to provide that data to SQVR. SQVR processes such data as part of the Service and applies the purposes, retention rules, visibility settings, and security measures described in this Privacy Policy. SQVR is not responsible for the accuracy of data entered by Users or for any unlawful processing arising from the User's failure to establish a lawful basis prior to entry.

With respect to Unknown Owner records, SQVR stores the records solely as Object-related records until identifying data are later added; until then, SQVR does not treat such records as personal data.

15. PERSONAL DATA WE COLLECT

The personal data we collect depends on the User's Primary Role. The detailed role-based data categories, including Mandatory Data, Optional Data, visibility levels, and role-specific processing rules, are set out in Annex A and Annex B.

The rights to create, edit, and delete User data are allocated as follows:

- A registered User may independently edit only those data elements in their own role record that are expressly permitted by the Service and the applicable Object settings.
- Administrators, Moderators, and Experts, collectively AME, may create, edit, and delete data within the same Object to the extent necessary for maintaining and correcting ownership registries and property-related records; administering meetings, voting eligibility, and related governance processes; managing Object structure and associated property information; moderating unlawful, abusive, offensive, fraudulent, or otherwise inappropriate content; and ensuring the integrity, security, and proper functioning of the Object within the Service.

- AME rights are limited by the functionality of the Service, the configuration of the relevant Object, applicable law, and the internal governance rules of the relevant Association or Object.

SQVR does not independently verify the legal correctness of modifications made by AME within an Object. Responsibility for the accuracy and lawfulness of such modifications rests with the Users exercising those rights and, where applicable, with the relevant Association or governing body of the Object.

16. PURPOSES AND LEGAL BASES FOR PROCESSING

We process personal data on the following legal bases:

Performance of a contract — processing is necessary to register Users, provide Service functionality, and fulfill our obligations to you.

Consent — processing of Optional Data and sending of marketing communications. Consent may be withdrawn at any time without affecting the lawfulness of prior processing.

Legitimate interests — ensuring Service security, preventing fraud, and improving Service quality, where these interests are not overridden by your rights.

Legal obligation — compliance with applicable law and responses to lawful requests from public authorities.

The primary purposes for which we process personal data are User registration and authentication; role and access rights management; facilitating interaction between Owners, Management Companies, and Contractors; conducting General Meetings and tabulating votes; sending notifications about Object events; processing requests and complaints; technical support; and legal compliance.

17. SHARING OF PERSONAL DATA

We do not sell personal data. We do not share personal data for commercial purposes.

Personal data may be disclosed only in the following circumstances:

- To other Users within the same Object, to the extent of Always Public Data and, where the User has so chosen, Optionally Public Data, as described in Annex A and Annex B.
- To technical service providers and sub-processors, solely for the purpose of operating the Service, for example hosting and email delivery, under contracts requiring equivalent data protection standards.
- To public authorities, in response to lawful requests under applicable law.
- To third parties, with your explicit prior consent.

Where data is transferred outside the United States and/or the European Economic Area, SQVR applies appropriate safeguards, including Standard Contractual Clauses approved by

the European Commission, adequacy decisions, or other legally recognized transfer mechanisms.

18. DATA RETENTION

SQVR distinguishes between two categories of data for retention purposes:

Account and profile data — data associated with a User's profile as described in Annex A. Upon removal of a User from an Object, personally identifiable profile data is deleted within thirty (30) days of removal, except where retention is required by applicable law. Anonymized or pseudonymized data sufficient to maintain the integrity of the Object's records may be retained. Where audit and activity records must be retained, SQVR may retain limited identifiers necessary to preserve the legal and technical integrity of those records.

Audit and activity records — content created by or associated with a User that forms part of the Object's permanent record, including but not limited to voting ballots and results, meeting protocols, signed petitions, announcements, requests, and correspondence. This data is not deleted upon removal of a User. The legal basis for retaining such records is: (i) compliance with applicable legal obligations; (ii) SQVR's and Users' legitimate interests in maintaining the integrity, consistency, and auditability of the Object's records and in defending against potential legal claims; and (iii) the establishment, exercise, or defence of legal claims, which constitutes an exception to the right of erasure. Following removal, such records are displayed with the User's profile marked as "deleted" in accordance with Section 13.

Data relating to legally significant events is additionally subject to minimum retention periods under applicable law, typically three (3) to five (5) years.

Backup copies of deleted personal data are destroyed within ninety (90) days of the deletion of the primary data.

Upon expiry of the applicable retention period, personal data is deleted or irreversibly anonymized.

19. YOUR PRIVACY RIGHTS

19.1. Rights under GDPR (EU/EEA Users)

You have the following rights under the GDPR:

- Right of access.
- Right to rectification.
- Right to erasure.
- Right to restriction of processing.
- Right to data portability.

- Right to object.
- Right to withdraw consent.
- Right to lodge a complaint.

19.2. Rights under CCPA/CPRA (California Residents)

If you are a California resident, you have the following rights:

- Right to know.
- Right to delete.
- Right to correct.
- Right to opt out of sale or sharing.
- Right to limit use of sensitive personal information.
- Right to non-discrimination.

19.3. How to Exercise Your Rights

To exercise any of the rights described above, submit a request to:

- Email: privacy@sqvr.com
- In-Service: via the Support section of the SQVR platform.

We will respond to your request within thirty (30) calendar days. In exceptional circumstances, we may extend this period by a further sixty (60) days, in which case we will notify you of the extension and the reasons for it. We may ask you to verify your identity before processing your request.

20. SECURITY

We implement appropriate technical and organizational measures to protect personal data against unauthorized access, disclosure, alteration, or destruction, including:

- Encryption of data in transit and at rest.
- Access controls based on the principle of least privilege.
- Regular security audits and penetration testing.
- Incident response procedures, including notification of affected Users and competent authorities within legally required timeframes.
- Employee training on data protection requirements.

In the event of a personal data breach that is likely to result in a high risk to your rights and freedoms, we will notify you without undue delay.

21. COOKIES AND SIMILAR TECHNOLOGIES

SQVR uses cookies, session tokens, and similar tracking technologies on its website and mobile applications. These technologies allow us to recognize your device, maintain your session, and collect usage data as described in Annex A and Annex B.

We use the following categories of cookies and similar technologies:

- Strictly necessary.
- Functional.
- Analytical.
- Push notification tokens.

For EU/EEA Users, cookies that are not strictly necessary are set only after you have provided consent through our consent management tool. You may withdraw consent or change your preferences at any time through the consent tool or your browser settings.

For California residents, we do not use cookies or similar technologies to sell your personal information or to share it for cross-context behavioral advertising.

Disabling strictly necessary cookies or tokens will prevent the Service from functioning correctly.

22. CHANGES TO THIS PRIVACY POLICY

We may update this Privacy Policy from time to time. We will notify you of material changes by email and/or by a prominent notice within the Service no less than thirty (30) days before the changes take effect. The current version is always available at www.sqvr.com/privacy.

23. CONTACT INFORMATION

General: legal@sqvr.com

Privacy: privacy@sqvr.com

Website: www.sqvr.us

EU/EEA Users may also lodge a complaint with the supervisory authority in their country of residence. A list of EU supervisory authorities is available at: https://edpb.europa.eu/about-edpb/about-edpb/members_en

ANNEX A — ROLE-BASED DATA CATEGORIES

This Annex forms an integral part of the Policy.

A.1 General rule

Each Primary Role has its own role-specific data set. For each role, SQVR may process Mandatory Data and Optional Data, as well as the related visibility categories described in Annex B.

For unregistered persons, the role-specific forms are:

- Unregistered Owner
- Unregistered Owner's Contact Person
- Unregistered Management Company
- Unregistered Management Company Employee
- Unregistered Contractor
- Unregistered Contractor Employee
- Unregistered Expert

Each unregistered form mirrors the Mandatory Data and Optional Data of the corresponding registered role, but is maintained only until registration is completed.

A.2 Owner

Mandatory Data — Always Public:

- last name / legal form of entity
- first name / entity name
- Primary Role: Owner
- unit number or building address
- profile photo or automatically generated avatar

Mandatory Data — Always Private:

- type of Real Property Owner (natural person or legal entity)
- unique User record identifier within SQVR
- Object identifier
- total area of the property unit or building
- Owner's share of total area within the unit or building
- email address

Optional Data — Optionally Public:

- middle name
- phone number
- messenger handles
- social media profiles
- personal or corporate website

Optional Data — Always Private:

- Tax ID (EIN or equivalent) of legal entity
- identity document details (type, number, issue date, expiry date)
- tax identification number (TIN/SSN equivalent)
- social insurance number equivalent
- date of birth
- title documents for the property (document name, number, issue date)
- location details (entrance/stairwell, floor, property type)
- participation in the Association (member / non-member / no data)
- type of ownership (shared, joint)
- cadastral or parcel number

- any documents attached to the record
- any free-form notes entered by the User, AME, or system administrator
- record status: deleted
- voting status: barred from voting

A.3 Owner's Contact Person

Mandatory Data — Always Public:

- last name, first name
- unit number or building address of the associated Owner
- profile photo or automatically generated avatar

Mandatory Data — Always Private:

- unique User record identifier within SQVR
- Object identifier
- identifier of the associated Owner
- Primary Role: Owner's Contact Person
- email address

Optional Data — Optionally Public:

- middle name
- phone number
- messenger handles
- social media profiles
- personal website

An Owner's Contact Person does not act on behalf of the Owner in any Service scenario.

A.4 Management Company

A Management Company is a User record representing a legal entity within one or more Objects.

Mandatory Data — Always Public:

- legal form
- entity name
- Primary Role: Management Company
- profile photo, logo, or automatically generated avatar

Mandatory Data — Always Private:

- unique User record identifier within SQVR
- Object identifier
- email address

Optional Data — Optionally Public:

- phone number
- website

- messenger handles
- social media profiles

Optional Data — Always Private:

- Tax ID (EIN or equivalent)
- additional internal notes
- attached documents

A.5 Management Company Employee

Mandatory Data — Always Public:

- last name, first name
- middle name
- Primary Role: Management Company Employee
- name of the managing legal entity
- position held at the managing legal entity
- profile photo or automatically generated avatar

Mandatory Data — Always Private:

- unique User record identifier within SQVR
- Object identifier
- identifier of the Management Company
- email address

Optional Data — Always Public:

- phone number

A.6 Contractor

A Contractor is a User record representing a legal entity within one or more Objects.

Mandatory Data — Always Public:

- legal form
- entity name
- Primary Role: Contractor
- email address
- profile photo, logo, or automatically generated avatar

Mandatory Data — Always Private:

- unique User record identifier within SQVR
- Object identifier

Optional Data — Always Public:

- phone number
- website
- messenger handles

- social media profiles

Optional Data — Always Private:

- Tax ID (EIN or equivalent)
- additional internal notes
- attached documents

A.7 Contractor Employee

****Mandatory Data — Always Public:****

- last name, first name
- middle name
- Primary Role: Contractor Employee
- name of the Contractor
- position held at the Contractor
- profile photo or automatically generated avatar

****Mandatory Data — Always Private:****

- unique User record identifier within SQVR
- Object identifier
- identifier of the Contractor
- email address

****Optional Data — Always Public:****

- phone number

A.8 Expert

****Mandatory Data — Always Public:****

- last name, first name
- Primary Role: Expert
- profile photo or automatically generated avatar

****Mandatory Data — Always Private:****

- unique User record identifier within SQVR
- Object identifier
- email address

****Optional Data — Always Private:****

- middle name
- phone number

Experts have no Optionally Public Data. No data in an Expert's record may be made publicly visible beyond the Always Public fields listed above.

A.9 Unregistered Person Accounts

Unregistered Person Accounts use the same role-specific categories as the corresponding registered role, but are created before registration is completed. The record is maintained by AME only and is linked to a single Primary Role.

A.10 Unknown Owner

****Mandatory Data — Always Private:****

- Object identifier
- record identifier
- unit number or building name for the relevant Object
- area of the unit or building
- ownership share, where known

****Optional Data:****

- none, unless identifying data are later added and the record becomes an Unregistered Person Account

Unknown Owner records contain only object-related data and are not treated as records identifying a specific natural person or legal entity.

ANNEX B — DATA VISIBILITY AND PROCESSING RULES

This Annex forms an integral part of the Policy.

B.1 Visibility classes

- Always Public Data
- Optionally Public Data
- Always Private Data

B.2 Editing rules

- AME may create, edit, and delete data within the relevant Object to the extent necessary for the Service and applicable Object settings.
- A registered User may edit only those data elements expressly permitted for that role.
- SQVR does not require AME to update the identity of the individual currently controlling the credentials of a Management Company or Contractor record unless that individual is separately registered in another Primary Role.

B.3 Object-scoped email rule

- A confirmed email address serves as a technical identifier and communication channel within each Object.
- The same confirmed email address may be associated with separate User records in different Objects.
- SQVR does not require the data in those separate records to be identical.

B.4 Unregistered persons

- AME may create and maintain Unregistered Person Accounts only within the relevant Object.
- SQVR does not independently determine whether any unregistered person should be contacted.
- SQVR does not independently verify identity, ownership, or contact details of unregistered persons.

B.5 Processing purpose

- Data are processed to operate the Service, support Object administration, facilitate communication, support voting and governance workflows, and meet legal obligations.

ANNEX C — AUDIT TRAIL AND RECORDKEEPING

This Annex forms an integral part of the Policy.

C.1 Change history

Where the Service maintains change history, each change may include:

- date and time of the change
- the User who made the change
- a comment left during the change
- the state of the data before the change
- the state of the data after the change

C.2 Registration and deletion timestamps

The Service may record:

- date and time of registration in an Object
- date and time of removal from an Object
- date and time of notices sent to the User

C.3 Purpose

This information is maintained so that the User and AME can understand who changed what and when, and so that the Service can preserve Object integrity and auditability.

Effective Date: January 1, 2024

© 2024 SQVR LLC. All rights reserved.

