



(owner.php)

### **Virtual Doorman® User Agreement**

*This User Agreement is effective March 20, 2015 and replaces all prior User Agreements or Terms and Conditions for this website.*

Future Communications Corporation of New York d/b/a Virtual Service ("Virtual Service", also referred to from time to time as "us", "we", or "our") owns, operates, and maintains the website and customer Interactive Web Portal® located at [www.virtualdoorman.com](http://www.virtualdoorman.com) (the "Virtual Doorman® Site"), which is part of the Virtual Doorman Services provided by Virtual Service and described below.

**PLEASE READ THIS ENTIRE USER AGREEMENT CAREFULLY BEFORE YOU CONTINUE TO ACCESS OR USE THE VIRTUAL DOORMAN SITE.**

**Your Use Of The Virtual Doorman Site Constitutes Acceptance By You And Agreement By You To All Of The Terms, Conditions And Requirements Of This User Agreement And Creates A Binding Contract Between You And Virtual Service Based On The Terms Of This Virtual Doorman User Agreement And The Virtual Doorman Privacy Policy, Which Is Incorporated Herein By Reference And Is Therefore A Part Of This User Agreement. [Click here ([privacy\\_policy.php](#)) to read the Virtual Doorman Privacy Policy]**

Competitors of Virtual Doorman or of Virtual Service are NOT eligible to use and may NOT use or access this Virtual Doorman Site. You may NOT use or view this website for reasons that are in competition with Virtual Doorman or intended to hurt the business of Virtual Doorman.

#### Changes to this User Agreement

Virtual Service can and may change any of the terms of this User Agreement or this User Agreement as a whole without prior notice by posting an updated or changed User Agreement on this website. Any change, however, will not apply retroactively but will only apply to your use of this website after the changed or updated User Agreement is posted on this website. Virtual Service may provide notice to you of any update or change to the terms of this User Agreement (including the Privacy Policy). For example, we may post a banner or note on the Virtual Doorman Site or send you an e-mail. However, we recommend that you check this User Agreement for any changes each time you use the Virtual Doorman Site.

#### The Virtual Doorman Services

The Virtual Doorman Services, including the Virtual Doorman Site, are provided to you by Virtual Service in accordance with the service agreement that you and/or your building or management company ("Building") enter into with Virtual Service, upon the terms and conditions of this User Agreement and upon the express condition that you and your Building remain current in all payments and obligations to Virtual Service. Virtual Doorman functions as a remote attendant for your premises by responding to the video intercom system and interacting with your premises via the installed access control system and other required equipment to allow authorized access to the premises and accept authorized deliveries.

Although the Virtual Doorman Services may help make your premises more secure, it is not a security guard and not provided or designed to replace or function as a security or protection service. Accordingly, you agree and acknowledge that Virtual Service is not responsible for the security of your premises, your guests and your person and shall not be liable to you or your Building for any incidents, injuries or damages on or to your premises.

#### Registration and Use of the Virtual Doorman Site

The functionality of the Virtual Doorman Site is meant to provide you with ease of access and control over your VIRTUAL DOORMAN® system account, as provided by the Web Portal. In order to access the Web Portal, we will provide you with an initial User ID and password, which you will change when you first log into the Virtual Doorman Site.

We provide you with access to the Virtual Doorman Site as a Registered User in reliance on the information you provide, which you represent to be complete, true, and accurate. In the event any information you provide to us should change, you agree to update the information immediately. We will not be liable for any damage to you or to others arising out of your failure to provide us with complete, accurate and current information. In the event that any of the information provided to us is inaccurate, incomplete, or not current, you agree that we may, in our sole discretion, block your use or access of the Virtual Doorman Site until the information is corrected, completed or updated.

You may not use anyone else's Registered User account, nor may you permit anyone else to use your account. You are responsible for all use of and activity in your account. In the event you discover or become aware that someone has accessed or used your account, or has otherwise compromised or breached the security of your account or the Virtual Doorman Site, you will notify us immediately. Virtual Service grants you a limited, revocable license to use the Virtual Doorman Site as provided in this User Agreement and in accordance with any particular rules corresponding to each section or feature of the Virtual Doorman Site upon the express condition and so long as you and your Building remain current in all payments and obligations to Virtual Service. You will not download or copy (apart from normal caching and other contemplated temporary storage necessary for proper function of the Virtual Doorman Site) any portion of the Virtual Doorman Site, or content on the Virtual Doorman Site, without our express permission. You also will not include a hyperlink to the Virtual Doorman Site, without our express permission. To request permission, please e-mail us at [info@virtualdoorman.com](mailto:info@virtualdoorman.com) (mailto:info@virtualdoorman.com). All permission is at the sole and exclusive discretion of Virtual Service.

#### Disclaimer of Warranties

The Virtual Doorman Site is provided "As Is" and Virtual Service does not make any warranty or guarantee that (a) the Virtual Doorman Site or its content will meet your requirements, or (b) that services on the Virtual Doorman Site and the Virtual Doorman Services will be uninterrupted, timely, secure, or error free, or (c) the content on the Virtual Doorman Site, information posted by users at the Virtual Doorman Site, or any files, links, or systems available or accessible at or through the Virtual Doorman Site will be free of viruses, worms, Trojan horses or other code that may contaminate, track, damage, or compromise your hardware or software.

To the fullest extent permissible pursuant to applicable law, Virtual Service and its affiliates expressly disclaim any and all other warranties and guarantees of any kind whether express or implied, with respect to the Virtual Doorman Site and the Virtual Doorman Services, including but not limited to any warranties of title and license, or implied warranties of merchantability, fitness for a particular purpose and non-infringement.

You agree that Virtual Service shall have no responsibility for any damages suffered by you in connection with the Virtual Doorman Site or its content.

#### Copyright and Intellectual Property

VIRTUAL DOORMAN®, VIRTUAL SERVICE®, the Virtual Doorman® logo, TECHNOLOGY FOR EASY LIVING®, TECHNOLOGY OPENS ANOTHER DOOR® and the other tag lines, logos, symbols, trademarks, and service marks on the Virtual Doorman Site (collectively and individually referred to as the "Virtual Service Marks") are owned exclusively by Virtual Service, and may not be used in any manner that would be likely to cause confusion concerning the goods and services offered by Virtual Service; furthermore, you agree that you will not use the Virtual Service Marks in any way that may dilute, blur or tarnish the Virtual Service Marks or Virtual Service as a source of goods and services. All source and object code utilized in connection with the Virtual Doorman Site and its operation, and any content at the Virtual Doorman Site, including, without limitation, art, audio, video, text, and graphics are owned and copyrighted by Virtual Service, and such ownership is governed by the laws of the United States of America and international laws, as they may apply to copyright, trade dress, trademark, and patent rights. Notwithstanding any other provision of this agreement, Virtual Service reserves all rights in and to all its intellectual property on the Virtual Doorman Site, and nothing in this User Agreement shall constitute any grant, assignment or transfer of any of Virtual Service's intellectual property rights, apart from the limited, revocable license set forth herein.

#### Additional Site Rules

To use the Virtual Doorman Site you agree that you will not do the following on, through or in connection with the Virtual Doorman Site:

1. Upload, post or otherwise transmit any content or information that you know or believe to be false or that is unlawful, infringing, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or publicity, hateful, or racially, ethnically or otherwise objectionable, or that includes any personal information about any other user of the Virtual Doorman Site, including name, address, contact information, email address, personal features, image, likeness, or any other information that is sufficient to identify that user;
2. Hack the Virtual Doorman Site, or interfere with the operation, or compromise the security of the Virtual Doorman Site through the use of viruses, Trojans, key-stroke trackers, software programs or technology designed to bypass security, copy or crack passwords, obtain information from the Virtual Doorman Site and its servers, or otherwise disrupt or damage software or hardware;
3. Use a robot, spider, site search/retrieval application or other process, software, system or device to procure, mine, index, retrieve or extract any data or information from the Virtual Doorman Site, including, but not limited to user information, email addresses, and Virtual Doorman Site activity;
4. Reproduce, duplicate, copy, frame, embed or otherwise use any similar framing or embedding techniques to reproduce a page or enclose or display any information from the Virtual Doorman Site;
5. Resell or sublicense any portion or use of the Virtual Doorman Site or its functionality;
6. Use any meta tags, hidden text, or embedded terms utilizing the Virtual Service Marks or words, names, or symbols confusingly similar thereto.
7. You agree and acknowledge that Virtual Service shall have the sole and absolute discretion but not the obligation to remove or delete from the Virtual Doorman Site any content posted by you or any other person that Virtual Service believes is inappropriate, illegal, offensive, or harmful in any respect. Virtual Service's action or inaction with respect to any content on the Virtual Doorman Site shall not be construed as an endorsement of such content, and does not grant any implied license to use any Virtual Doorman Site content, user-posted content or intellectual property, and shall not waive or estop Virtual Service's right to remove or delete that or any other content.
8. You agree and acknowledge that Virtual Service shall have the sole and absolute discretion to ban or block or deny access to the Virtual Doorman Site to any person that Virtual Service reasonably believes has used or is using the Virtual Doorman Site improperly, inappropriately or in violation of this User Agreement or the policies of Virtual Service.

#### Your Consent To Limited Sharing of Your Personal Information

By registering for or using the Virtual Doorman Site, you consent and provide permission to Virtual Service to share any personal information you provide via the Virtual Doorman Site, including your name, physical address, e-mail address, telephone number and fax number, with other companies or organizations that we consider to be our business or strategic partners.

We may contact you and our strategic or business partners may contact you using your personal information to offer you products and/or services that we and/or our strategic or business partners think may be of interest to you, or to help provide you with a unique, customized and comprehensive service experience.

We do not share your personal information with any person, company or organization that we do not consider one of our business or strategic partners.

#### LIMITATION ON LIABILITY

YOU AGREE AND ACKNOWLEDGE THAT VIRTUAL SERVICE'S LIABILITY TO YOU IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. ACCORDINGLY, UNDER NO CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, ITS OWN NEGLIGENCE, SHALL VIRTUAL SERVICE OR ITS AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS AND SUPPLIERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF VIRTUAL SERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

THIS LIMITATION INCLUDES AND APPLIES TO YOUR LOSS OR DAMAGES OF ANY KIND RELATED TO THE VIRTUAL DOORMAN SITE, INCLUDING THOSE RESULTING FROM: (1) THE USE OR INABILITY TO USE THE VIRTUAL DOORMAN SITE; (2) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (3) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE VIRTUAL DOORMAN SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

EXCEPT FOR WILLFUL OR MALICIOUS TORTIOUS OR CRIMINAL ACTS BY VIRTUAL SERVICE, YOU AGREE THAT IN NO EVENT WILL THE COLLECTIVE LIABILITY OF VIRTUAL SERVICE (AND ITS AFFILIATES, PARENTS, SUBSIDIARIES, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS AND SUPPLIERS) EXCEED THE GREATER OF \$2,500 (TWO THOUSAND FIVE HUNDRED DOLLARS) OR THE AMOUNT OF MONIES YOU HAVE PAID TO VIRTUAL SERVICE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRIOR TO THE ACT OUT OF WHICH LIABILITY AROSE.

#### Dispute Resolution Governing Law and Jurisdiction

You agree that the laws of the State of New York, without regard to any conflict or choice of laws provisions, govern any disputes that may arise between you and Virtual Service (including its employees, officers, directors, agents, parents, subsidiaries or affiliates) relating in any way to your use, inability to use or access of the Virtual Doorman Site and your Virtual Doorman account ("Dispute" or "Disputes").

#### Arbitration

You also agree that any Disputes shall be submitted to confidential arbitration in New York County, New York before one arbitrator and that the commercial rules of the American Arbitration Association shall govern the arbitration. The costs of the arbitration charged by the AAA shall be paid during the course of the arbitration by the party that commenced the arbitration (except for the cost of filing a counterclaim) but the arbitrator shall have the discretion to assess or divide costs of the arbitration at the end of the arbitration to one party or among or between the parties. The parties shall each pay their own attorney fees in connection with any arbitration, notwithstanding any finding of liability against any party. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this User Agreement shall be joined to an arbitration involving any other party subject to this User Agreement, whether through class arbitration proceedings or otherwise. An arbitration pursuant to this User Agreement must be commenced within two (2) years of the date that the cause of action first giving rise to the Dispute arose or the right to recover for the Dispute is forever waived and barred.

#### Mediation

You also agree that before submitting any such dispute to arbitration, the aggrieved party will first attempt to resolve the dispute by mediation, with the costs of the mediation to be split evenly between you and Virtual Service (or, as applicable, any parents, subsidiaries or affiliates of Virtual Service). To that end, you agree that you are prohibited from commencing or otherwise submitting any such dispute to arbitration against Virtual Service (or any of its officers, directors, employees, agents, parents, subsidiaries or affiliates) until you propose in writing to Virtual Service or its designated attorney the name of at least one available neutral mediator in New York County, New York and agree to share evenly in the costs of the mediation and thereafter, Virtual Service has either refused in writing to engage in the mediation or 45 days have elapsed without Virtual Service agreeing to engage in the mediation.

#### Injunction

You also agree that, to the extent you have in any manner violated or threatened to violate Virtual Service's intellectual property or business rights, Virtual Service may seek injunctive or other appropriate relief in any state or federal court in the State of New York, and you consent to exclusive jurisdiction and venue in such courts and waive any affirmative defenses to the contrary.

In no event, however, shall you seek or be entitled to any recission, injunctive or equitable relief against Virtual Service, or to enjoin or restrain the operation of this website, or the offer, sale or license of any products or services offered on the Virtual Service Site or by Virtual Service or of any Virtual Service advertising.

#### Contract and Claim Enforcement and Severability

The failure of Virtual Service to exercise or enforce any right or provision set forth in this User Agreement shall not serve as any admission or waiver of any right or claim Virtual Service may have.

If any provision of this User Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and the remaining provisions of this User Agreement shall in no way be affected or impaired.

Virtual Service may in our sole and absolute discretion and without notice, assign, license, sublicense or freely transfer any rights or obligations we may have under this User Agreement.

Contact Us

If you have any questions or comments about this User Agreement, please contact Virtual Service in writing by e-mail at [info@virtualdoorman.com](mailto:info@virtualdoorman.com) (mailto:info@virtualdoorman.com) or by physical mail to Virtual Service, 104 West 40<sup>th</sup> Street, 10th Floor, New York, NY 10018, Attn: Legal.

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