

Terms of service

Effective date: July 21, 2023

At Latch, we're on a mission to help you open, manage, and share access to the spaces that matter most to you. We take this responsibility seriously, which is why we've prioritized privacy and safety above all else. These Terms of Service ("Terms") govern your use of our hardware products ("Products"), software, technology, features, services, and applications ("Services"), and our website, except where we expressly state that separate terms apply. By visiting our website, using or installing our Products and Services, or creating an Account (as defined below), you agree to these Terms, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. If you do not agree to all the terms and conditions stated or incorporated here, then you may not access the website, use our Products and Services, or create an Account. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

Important Notice Regarding Arbitration: When you agree to these Terms, you are agreeing (with limited exception) to resolve any dispute with Latch through individual arbitration rather than in court. Please review the [Dispute resolution](#) section for more details, including the procedure for you to opt out of arbitration.

If you are a User located in Canada, your use of our Product and Services is further subject to these additional [provisions](#) that modify and supersede any conflicting provisions of these Terms.

- [User Types](#)
- [Our Products and Services](#)
- [Who can use Latch](#)
- [How you can use Latch](#)
- [Your license to use Latch Products](#)
- [Your account security commitments](#)
- [Guest security commitments](#)
- [Responsibility for User Content](#)
- [Permissions you give Latch](#)
 - [Updates](#)
 - [Feedback](#)
 - [Permission to use content](#)

- [Your safety and security](#)
- [Latch's Payment Services](#)
 - [ACH Transactions](#)
 - [Payment Card Payments](#)
- [Latch's Online Store](#)
 - [Online Store terms](#)
 - [General conditions of the Store](#)
 - [Modifications to the Store and prices](#)
 - [Products or Services purchased via the Store](#)
 - [Optional tools in the Store](#)
 - [Third-party links in the Store](#)
 - [Communications in the Store](#)
 - [Errors, inaccuracies, and omissions](#)
 - [Disclaimer of warranties; limitation of liability – Store](#)
- [Additional provisions](#)
 - [Third-party services and products](#)
 - [Communication with users](#)
 - [Warranties and service limitations](#)
 - [Limitation on liability](#)
 - [Dispute resolution](#)
 - [Modification, suspension, termination](#)
 - [Governing law and jurisdiction](#)
 - [Updates](#)
 - [App Store provisions](#)
 - [Other](#)

User Types

Our Products and Services can be useful to many people acting in various capacities. If you own a Latch Device as a multi-family building landlord or are authorized to act on behalf of the landlord (as a property manager, for example) or as an individual who purchased a Latch Device for the use on your property, then you are an “Owner.” If you live in a unit or space equipped with a Latch Device and are authorized by the Owner to control that Latch Device, then you are a “Resident.” As an individual who purchased a Latch Device for your own property, you may be both an “Owner” and a “Resident.” If you have been invited by an Owner or Resident to access a space or building equipped with Latch Devices but do not live in that space or building, then you are a “Guest.”

Guests can include visitors, as well as service providers like cleaners, dog-walkers, or maintenance personnel. It is possible that you may be more than one of these three user types if you use Latch in different capacities.

Owners, Residents, and Guests, and any other individuals using Latch Products and Services are all “Users.” By using our Products and Services, Users agree to these Terms of Service. Users also acknowledge that they have been provided our [Privacy Policy](#), which describes our personal information practices.

Our Products and Services

Our Products and Services make it possible to open and manage your spaces, share access to those spaces, control and operate Latch Smart Home Devices or compatible third-party devices in those spaces, and/or enable calls between a Guest and a Resident (or an Owner’s security personnel) using the Latch Security Devices. We provide the Products and Services so that you can:

Open your doors: Using our Products and Services, an Owner or Resident may authorize you to open doors. At the discretion of each building’s management, you may use up to three digital credentials to open doors: the Latch App on a smartphone, a doorcode, and/or a physical keycard. Also, unit or single-family home entry Latch Access Control Devices may have a physical keyhole and may be unlocked with mechanical keys if back-up credentials are needed. Additionally, where enabled, you may be able to open doors through your property manager’s app with a credential supplied by Latch to the property manager for your use.

Manage and share access: As a Resident, you can use the Latch App and Services to share access with Guests, maintenance personnel, or service providers, in accordance with your building’s policy and these Terms, or at your discretion as a single-family building Owner. Residents may also use the Latch App and Latch Security Devices to receive calls from and securely grant access to Guests that are requesting access to their units or single-family homes using Latch Security Devices, including Latch Virtual Intercom, installed at building entrances. As an Owner, you can use the Products and Services to grant ongoing or time-limited access to residents, property management staff, service providers, and Guests. You can provide these users with access to a single door or groups of doors and establish access schedules to choose when that access expires. Owners can also use the Latch App and Latch Security Devices to receive calls from and securely grant access to Guests that are requesting access to your building or single-family home using a Latch Security Devices.

View digital access histories: If you are registered for a Latch Account as a Resident, you can use the Latch App to view your access history in your building's common spaces as well as at your personal door. You can also view an access history of those individuals who are Owners and therefore have some level of management permissions assigned to their account and Guests who have accessed your personal space using your apartment unit's door. For your privacy, when you are using the Latch App or other Latch credentials (e.g., keycards, permanent doorcodes) to unlock your private door, Owners, including landlords and property managers, cannot view your access history for your apartment unit's door, unless you have management permissions for that door. (You can read more about access histories in our [Privacy Policy](#).) If you are using another app to unlock your door (for instance, a third-party app utilized by your property management), then your use of that app, the collection and processing of your personal data via that app, and your and your property manager's respective abilities to view that data, will be governed by that app's privacy policy. If you are a landlord or property manager, for the safety of your building and residents, you can view the access history of common areas equipped with Latch Access Control Devices. As a Resident who is also the Owner, you will be able to view your and your guests' access histories at all doors equipped with Latch Access Control Devices.

While Latch strives to capture all access events, in limited instances, we may experience unintentional loss of access history data that is associated with the operation of our Products. Such expected access history data loss may limit your ability to view certain access events.

Manage and operate smart home devices: As a Resident, you can use the Latch App to control and operate Latch Smart Home Devices and compatible third-party devices in your spaces. As an Owner, you can use Mission Control to assign Latch Smart Home Devices and third-party devices to specific units and doors and to manage and monitor such devices in vacant units and common areas in multi-family buildings.

Latch's Payment Services: As a Resident in a multi-family building, if your Owner has elected to use such Services, you can use the Latch App to book access to rentable resources and amenities within your building. Where available, you may also be able to purchase, via the Latch App, products and services offered to you by Latch or one of Latch's selected business partners and trusted service providers. Payments via the Latch App are processed by Latch's third-party payment processors, Dwolla for ACH payments and Stripe for payment card payments. To complete payment transactions, you will be required to create accounts with these payment processors and they will receive your personal and payment information for these purposes, and the applicable

payment processor's terms of service and privacy policy will apply. If you are making payments to one of Latch's selected business partners or trusted service providers directly and outside of Latch's Payment Services, your data and payments will be processed by that partner or service provider and that partner's payment processors, if any, and those parties' terms of service and privacy policies will apply.

As an Owner of a multi-family building, you can use Latch Mission Control and Latch's Payment Services to manage bookings and payments for your building's rentable resources and amenities. You also can use Latch Mission Control to monitor payout activities. You will be required to create an account with Dwolla for ACH payments and Stripe for payment card payments, and your use of those services will be governed by the applicable payment processor's terms of service and privacy policy.

Latch App Chat: As a Resident, you can chat with Latch's customer support via the chat feature, if available, in the Latch App. You may also be able to access Latch Payment Services through the Latch App.

Who can use Latch

If you use the Latch App, including the cloud-based Latch Mission Control, you must create and maintain an account with Latch (an "Account") to use the Services.

When creating an Account, you must provide accurate and complete Account information, and keep that information updated. To allow us to operate the Products and provide the Services, you grant us the right to use the information that you provide in your Account and any other information you provide to us through your use of the Services.

If you are a Resident or a Guest and would like to access Latch Access Control Devices without an Account, you may use a keycard or a mechanical key that you receive from your property's management at its discretion or that you purchased with your device from Latch's online store accessible via the "[Buy Now](#)" button on our website ("Store"). If you are a Guest and have been invited by an Owner or Resident to use a daily doorcode, you do not need an Account. You do need an Account if you are a Guest and have been invited to use the Latch App by an Owner or a Resident.

You must be at least 18 years old to register for an Account. If you are between 13 and 18 years old, you may only register for an Account and use the Services with the permission and under the supervision of a parent or legal guardian who agrees to be

bound by these Terms. Our Services are not directed at anyone under 13 years old, nor do we knowingly collect or maintain personal information from anyone under 13 years old. In the event that we learn that we have collected personal information from anyone under 13 years of age without parental or legal guardian consent, we will delete that information as soon as possible. If you believe that we have collected information from a person under the age of 13, please contact us at support@latch.com and we will cooperate with you to identify and delete that data as soon as possible.

Our Products and Services are intended for use in the United States and Canada only. You acknowledge and agree that you may only use Latch Products and Services in these locations, even if you are able to download the Latch App outside of the United States or Canada. If you are purchasing Products and Services via Latch's Store, currently, you will only be able to make these purchases in the United States and not in Canada. To the extent permissible by law, Latch accepts no liability for any damage or loss caused by your access or use of the Products and Services in a country not specifically approved by Latch in these Terms.

You are solely responsible for complying with all laws, rules, and regulations applicable to you when you use the Products and Services, including but not limited to (i) any laws relating to the capturing or sharing of image content that includes third parties, (ii) any laws requiring notice to or consent of third parties with respect to your use of the Products and Services (iii) any applicable building or fire codes; or (iv) any laws or regulations related to access control and security devices, home-sharing, or short-term rentals. The right to access the Products and Services is revoked where these Terms or use of the Products and Services is prohibited or to the extent the offering, sales, or provision of the Products and Services conflicts with any applicable law, rule or regulation.

If you are accessing and using the Products and Services on behalf of an entity, you represent and warrant that you have the right, authority, and capacity to accept and agree to these terms on behalf of yourself and the entity you represent. If you do not have the authority to accept these terms on behalf of the entity you represent, then you and that entity may not use the Services.

If you use the Products and Services, you represent and warrant that you meet all the eligibility requirements set forth in these Terms. You are responsible for notifying us immediately if your eligibility to use the Services changes.

How you can use Latch

Residents can open, manage, and share access for certain Latch Access Control Devices or manage and operate Latch Smart Home Devices or compatible third-party devices for which they have been granted permissions. For example, a Resident can share access with Guests by sharing a daily doorcode, by inviting the Guest to download and use the Latch App, or by granting access to a Guest requesting access using a Latch Intercom or Virtual Intercom. Where enabled, a Resident may also be able to share access with Guests through a property management app, rather than the Latch App. Residents can also view the access histories to their units or single-family homes, as applicable, in the App. Residents shall have access to the Products and Services in accordance with these Terms; any agreements with an Owner who is not a Resident such as a lease; an Owner's privacy policy; and any other applicable laws, rules, and regulations. Using Latch's Payments Services, where available, Residents in multi-family buildings also can pay their rent, security deposits, and other associated fees; book rentable spaces and resources at their property. Furthermore, any Resident may be able to purchase a variety of products and services either directly from Latch or from Latch's selected partners.

Portfolio Managers, Property Managers, Installers, and Single-Family Homeowners (collectively "Owners"), depending on the level of their permissions, can enable Residents and Guests to use Latch Devices that they own or manage. Owners have management level accounts in the Latch App and can invite and authorize other individuals to manage and activate Latch Devices that they own. If you are an Owner, you acknowledge and agree that, unless you explicitly prohibit access sharing for that Resident and the Latch Access Control Devices they control, such Resident may subsequently invite or enable Guests to use the Latch Access Control Devices and therefore access the space equipped with those Latch Access Control Devices. It is against Latch's Privacy Policy and these terms for property managers or installers to view private-unit access history by tenants. If you are a multi-family building Owner, you acknowledge that you will authorize current tenants that will be using Latch Devices as Residents, rather than Guests, unless there is a legitimate, documented reason to not do so. If an individual who is an actual tenant in your building is registered with a Guest level access (rather than a Resident level access) in the Mission Control, Latch will not be able to provide Owners with access history of that individual to their private unit door without Resident's consent. If you are a multi-family building Owner, you agree to not authorize yourself or any member of your property ownership, property management, or property servicing team as a Resident. Doing so is a serious violation of these terms and Latch's [Privacy Policy](#). Using Latch's Payments Services, Owners may use Latch Apps to collect security deposit, rent payments, and associated fees from Residents, and allow Residents to book rentable spaces and resources at their properties.

Please be careful to only authorize trusted and appropriate individuals as Residents for the purpose of using Latch Access Control Devices that you own, in accordance with any applicable laws, rules, and regulations. If you are an Owner, you acknowledge that you are solely responsible for thoroughly examining and assessing all individuals that you authorize as a Resident for the purpose of using any Latch Access Control Device, and that prior to such authorization you will ensure that any such individual is aware of and capable of complying with these Terms. In particular, if you are an Owner and give a keycard to a Resident or other authorized User without a Latch Account, you agree to present such User with these Terms and ensure that such User agrees to these Terms as a condition of using the Products and Services.

Owners in multi-family buildings can also enable Residents to use the Latch App to submit security deposit or rent payments, or to submit maintenance or similar requests to the Owner.

Owners and Residents may invite and authorize Guests to use Latch Access Control Devices that they own or to which they have access, provided that they ensure that their Guests are aware of and agree to these Terms and that they receive our Privacy Policy. When you invite someone to be a Guest, you are giving the Guest the ability to operate the Latch Access Control Device and therefore access the space equipped with that Latch Access Control Device. Please be careful to only invite trusted Guests. Your Guest's information, including digital access histories and photographic images of Guests who access Latch Access Control Devices, may be received by Latch and shared with you if you are Resident or Owner with respect to such Latch Access Control Devices (as detailed in our [Privacy Policy](#)). If you invite a Guest to use a daily doorcode, you cannot revoke the access permission. The temporary doorcode will expire in accordance with your selection in the Latch App, which will be either (i) at the end of the day for which you shared access, or (ii) fifteen minutes after your Guest's first use of the temporary Doorcode. If you invite a Guest to access a Latch-equipped space using the Latch App, you can revoke the access permission.

Guests who have been invited to use a Latch Access Control Device but do not want their information to be further used or shared, for example with the Owner or property manager, should not use the Latch Access Control Device or Services. If you are a Guest, your access permissions through the Latch App may be revoked or limited by the relevant Owner or Resident at their discretion and without notice. If you are a Guest and you have access permissions through a property manager's app, rather than the Latch App, your use of that app will be governed by that app's terms of use.

Your license to use Latch Products

Provided that you abide by these Terms, we grant you a non-transferable, non-exclusive, right (without the right to sublicense) to access and use the Services (i) by using the Site or Apps, solely in connection with the Latch Devices or compatible third-party devices that are either installed on your property, that you have been authorized to access, or that are otherwise expressly provided by Latch for your use and (ii) installing and using the Apps on your user device(s), solely for the purpose of using the Latch Devices and the Services in accordance with these Terms. We reserve all rights in our Products and Services that are not expressly granted to you under these Terms.

Your account security commitments

You must keep secure your Account and any password, doorcode, keycard, or user device that you use in connection with the Products and Services. You agree to use strong and unique passwords that meet Latch's then-current password security requirements and to maintain the confidentiality of your password and all doorcodes. You may never use another person's Account or registration information for the Services. You are responsible for all uses of your Account, user device information, whether or not authorized by you. If available to you, we recommend that you enable multi-factor authentication for your Account when using your computer to access Latch Mission Control, the cloud-based Latch App.

In order to help us maintain the security of the Products and Services, you must notify us immediately of any known or reasonably suspected fraud, breach of security or unauthorized use of your Account, user device, or any passwords or doorcodes should immediately change your password, as applicable, to prevent further unauthorized use. You should never publish, distribute, or post login information for your Account. Latch is not liable for any loss or damage arising from your failure to take the above steps or comply with the above requirements and commitments.

We do not support or allow the use of the Latch App or other Services on user devices with a "jail broken" or "rooted" operating system. These operating systems can potentially allow other applications to circumvent security features on your user device. Any use of the Latch App or Services on such user devices is a violation of these Terms and at your own risk, and Latch will not be liable for any loss of functionality or any other damages caused by such use.

Guest security commitments

If you are a Guest using the Latch App, you must have an Account and must follow the requirements in the [Account Security Commitments](#) section above. If you are a Guest and receive access through a doorcode, you must not disclose your doorcode(s) to any other individual at any time. Such doorcode(s) are only for the use of the individual to whom such doorcode(s) were issued. If you are a Guest and you have access permissions through a property manager's app, rather than the Latch App, you are required to abide by that app's terms of use.

Responsibility for User Content

As a user of Latch Devices or Services or as a visitor to our Site, you may enter content ("Content"). For example, as a Resident you may choose to share instructions with a trusted service provider. Or as a prospective Owner, you may choose to submit an inquiry on our Site and may include information about a particular property where you are considering using Products and Services.

Content includes, without limitation, information, data, text, photographs (including images), access histories, or written comments like service order instructions, provided, or otherwise made accessible on or through the Services. It also includes "User Content," which means all Content added, created, uploaded, submitted, distributed, or posted to the Services by or on behalf of Users.

You and other Users control critical Content that we use to provide the Services. This Content includes, but is not limited to, property names, door names, user account information, and the duration and scope of access permissions. We do not control User Content that is entered on the Services and do not guarantee the accuracy of Content available on or through the Services and therefore are not liable for the inaccuracy or misuse of such Content. For example, Owners, not Latch, are responsible for choosing the names assigned to doors equipped with Latch Devices in a property, which are the door names that appear in the Latch App for that property. In addition, you may choose to share access with Guests, and you, not Latch, will choose the Guests and their email or phone number via which you choose to share access. You acknowledge that your access and use of all Content in connection with the Services, is at your own risk and you will be solely responsible for any damage or resulting loss to you or any other party. Any information that you receive through or about the Services or Latch Devices is provided on an "AS IS" and "AS AVAILABLE" basis. To provide the Services, we also reserve the right, but do not have an obligation, to monitor, remove, edit, modify or limit

the availability of any Content at any time without notice.

Latch is committed to safeguarding and protecting your User Content in accordance with industry standards and applicable law. You can visit the [Security and Privacy](#) section of our Site for more information on how Latch will treat your User Content. User Content is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules, and regulations. You also represent that you have all rights necessary to upload, post, email, transmit, or otherwise disseminate your User Content in connection with the Services and that your contributions to the Services and ways in which you contribute do not infringe, misappropriate or violate any third-party rights including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract, rights, or any other intellectual property or proprietary rights.

The Services may contain Content specifically provided by us, our partners, or our Users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information and restrictions contained in any Content accessed through the Services.

Permissions you give Latch

Updates

To operate and improve the Services and Software on Latch Devices, we may update the Services and Software from time to time. These updates may include (without limitation) performance improvements, feature updates, new functionality, bug fixes, or other modifications (collectively, “Updates”). These Updates may occur automatically, such as in the case of certain Updates to the Latch App or web-based Services, without notice or request for additional consent. By using the Services and Software, you consent to such Updates. If you do not want to receive the Updates, you agree to terminate your Account and stop using the Services, including the Software and the Latch App. Some Updates may require installation or other affirmative action on your part; for example, certain Updates to the Latch App or Software may require you to download and install them on your user device. In the event we ask you to install Updates, you agree to do so promptly. We are not liable for any failure to install the Updates or any damages that may result. Your use of any Updates will continue to be

subject to these Terms, as well as any terms that apply to the Software or may be provided with such Update.

Feedback

Every day, we work to improve the Latch experience. We appreciate your inquiries, feedback, suggestions, ideas, criticism or other information that you provide to us about Products Services (collectively, “Feedback”). All Feedback will be treated as non-proprietary and non-confidential. By transmitting or posting any Feedback, you hereby grant us full ownership of the Feedback, with no obligation to pay you royalties or any other compensation. We reserve the right to copy, use, reproduce, modify, adapt, translate, publish, license, distribute, sell or assign the Feedback in any way as we see fit, including but not limited to copying in whole or in part, creating derivative works from, distributing and displaying any Feedback in any form, media, or technology, whether now known or hereafter developed, alone or as part of other works, or using the Feedback within or in connection with Products and Services. You also acknowledge that Feedback will not be returned and we may use Feedback, and any ideas, concepts or know how contained therein, without payment of money or any other form of consideration, for any purpose including, without limitation, developing, manufacturing, distributing and marketing of the Products and Services and our businesses.

If you make a Feedback, you represent and warrant that you own or otherwise control the rights to the Feedback. You further represent and warrant that such Feedback does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false email address, impersonate any person or entity, or otherwise mislead us as to the origin of any Feedback. You agree to indemnify us for all claims arising from or in connection with any claims to any rights in any Feedback or any damages arising from any Feedback.

When we receive your Feedback, we may reach out to you, for example, to ask for additional information to better understand your questions or concerns or to respond to your inquiry.

You can submit feedback by emailing support@latch.com.

Permission to use content

You own the User Content that you create or submit through the Services, and we will treat this User Content in accordance with our [Privacy Policy](#). To provide our Services, you agree to give us some legal permissions to use that User Content.

When you enter or submit User Content, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, and worldwide license to use, transmit, modify, reproduce, distribute, prepare derivative works of, display and perform, the User Content in connection with the operation, maintenance and improvement of the Products and Services and our businesses.

Your safety and security

In order to ensure the safe use of Latch for all users, you agree to make certain commitments. We have detailed these commitments in these Safety and Security Rules or elsewhere in these Terms. As a User, you agree to comply with these Safety and Security Rules, all instructions, and documentation that we may provide from time to time with respect to the Services or Latch Devices. You also acknowledge and agree that your use of the Products is subject to our [System Requirements](#).

The Products and Services, and any Content made available through or in connection with the Products and Services, are solely intended for (i) monitoring, sharing, and controlling access to the locations on which the Latch Access Control Devices and Latch Security Devices are installed; (ii) for facilitating your and other users' ability to use trusted services and features in connection with Latch; and (iii) managing, operating, or communicating with Latch Smart Home Devices or compatible third-party devices and third-party services. As a condition of use, you promise to use the Products and Services and such Content only for the purposes set forth in these Terms. We will only use User Content in accordance with our [Privacy Policy](#), to provide the Services, and to facilitate the ability to use trusted services in connection with Latch.

You may not use the Products and Services for any purpose that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or is otherwise inappropriate. You are responsible for all of your activity in connection with the Products and Services. You may not (and may not permit anyone else to) in connection with your use of the Products and Services either (i) take any action or (ii) provide any Content that: (A) you know is false, misleading, untruthful or inaccurate or (B) that could introduce software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or

telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party.

You may not (and may not permit anyone else to): (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure, including any cellular-enabled Latch Devices; (ii) interfere or attempt to interfere with the proper working of the Products and Services or any activities conducted on or in connection with the Products and Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Products and Services (or other accounts, computer systems, devices or networks connected to the Products and Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site or Products and Services; (vi) harvest or scrape any Content from the Products and Services; (vii) use any cellular-enabled Latch Devices in any manner that exploits data usage, for commercial purposes, for peer to peer file sharing, or in any other manner that harms Latch or any third party; or (viii) otherwise take any action in violation of our guidelines and policies as made available to you from time-to-time.

You may not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (ii) modify, translate, or otherwise create derivative works of any part of the Services or (iii) resell, copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.

You may only copy or download parts of the Services (including any Content, any part of the Site or Apps, any Guest information and any images collected and/or provided in connection with the Services, including Guests' images) onto your own user device for your own use, and solely as necessary to use the Services as contemplated hereunder. You may not use the content of the Services, including any images, in any other way or for any other purpose, including without limitation any public or commercial way, nor may you copy or incorporate any of the content of the Services into any other work, without the written consent of Latch. You must have Latch's prior written consent before you can post or redistribute any portion of the Services.

Other than with respect to User Content, we (and our licensors) retain full and complete title to all Content on the Services, including any downloadable software and all data

that accompanies it.

Consistent with our Privacy Policy, we reserve the right to access, read, preserve, retain and disclose any information (including Content) as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request; (ii) enforce these Terms, including investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues; (iv) respond to user support requests or (v) protect the rights, property or safety of us, our users and the public.

Latch's Payment Services

Where available, Latch may facilitate certain financial transactions between Owners, Residents, Latch itself, and Latch's selected business partners and trusted service providers, to allow Owners and Residents to pay for a variety of products and services.

ACH Transactions

As a multi-family building Resident, you may be able to pay your rent, security deposit, and other associated fees to an Owner from your bank account via Latch Apps. Latch provides this Service in partnership with Dwolla, a third-party payment service that enables bank account transfers. To use this Service, you will be required to open a Dwolla Customer Account and you agree to be bound by Dwolla Terms of Service and Dwolla Privacy Policy (available on Dwolla's website). When using this service, you authorize Latch to submit charges through Dwolla on your behalf and you agree to pay a transaction fee to the extent one is clearly posted to you as part of the checkout process. As a multi-family building Owner, where available, you may use Latch Apps to collect security deposit and rent payments, as well as associated fees, from Residents. To use this Service, you will be required to open a Dwolla Customer Account and you agree to be bound by Dwolla Terms of Service and Dwolla Privacy Policy (available on Dwolla's website). You will be able to manage these payments via the Latch Mission Control App.

Payment Card Payments

As a multi-family building Resident, you may be able to book rentable resources and amenities in your building and/or purchase products and services from Latch itself or

from Latch's selected business partners or trusted service providers using a payment card via Latch Apps. Latch provides this Service in partnership with Stripe, a third-party payment service that enables payment card payments, including payments via Apple Pay and Google Pay. To use this Service, you will be required to open a Stripe Customer Account and you agree to be bound by Stripe Checkout User Terms of Service and Stripe's Privacy Policy (available on Stripe's website). When using this service, you authorize Latch to submit charges through Stripe on your behalf and you agree to pay a transaction fee to the extent one is clearly posted to you as part of the checkout process.

As a multi-family building Owner, you may use Latch Apps to manage bookings of rentable resources and amenities in your building by Residents. To use this Service, you will be required to open a Stripe Connected Account and you agree to be bound by Stripe Connected Account Agreement and Stripe's Privacy policy (available on Stripe's website).

Funds held in or transferred through Dwolla and Stripe accounts are held or transferred by their respective financial institution partners. You must be 18 years old to use Latch's Payment Services and open any accounts with Dwolla or Stripe.

By using these third-party payment services, you authorize and direct Latch to share your personal information with the relevant third party for the purposes of opening and supporting your relevant third-party payment accounts. Further, you authorize the relevant third party to collect your personal information including full name, date of birth, social security number, physical address, email address and financial and payment information, and you are responsible for the accuracy and completeness of that data. By using these third-party payment services, you also authorize the relevant third parties to share your data with their partners, including their financial institution partners and Plaid, which enables secure verification of bank account and payment card account ownership. You understand that you will access and manage your Dwolla and/or Stripe accounts through Latch Apps and account notifications may be sent to you by Latch and not the relevant third party.

By using Latch's Payment Services and registering for any Dwolla or Stripe accounts, you agree that such usage and registration constitute your electronic signature, and you consent to electronic provision of all disclosures and notices from Dwolla, Stripe, and/or Latch, including those required by law. You also agree that your electronic consent will have the same legal effect as a physical signature.

Latch is not a party to any transaction involving the payment of security deposits, rent,

or booking of rentable building resources or amenities. Latch does not own or manage any properties and does not enter into rental contracts for any properties. Although Latch's Payment Services may lead to certain business transactions expressly agreed to between Latch and you, Latch is not a party to any transactions between you and multi-family building Owner other than providing payment facilitation. As a result, Latch shall not be liable under any circumstances for the accuracy of information, the contents of any documents, or for any other interactions by, between or about you and Owner through Latch Apps. In the event that you have a dispute with Owner, you release Latch from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed,

Latch's Online Store

Latch offers an ability to buy Latch's Products and Services via a "[Store](#)" link on Latch's home page or a link from Mission Control. Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our Products and Services to you. By placing any order for Products or Services will also be governed by the Terms & Conditions of Sale.

Online Store terms

By purchasing Products and/or Services through our [Store](#), you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state of residence and you have given us your consent to allow any of your minor dependents to use this site and our Store. Products and Services that we sell through our Store are currently available for purchase and use in the United States only. Your submission of personal information through the Store is governed by our [Privacy Policy](#).

General conditions of the Store

We reserve the right to refuse to sell Products and Services via the [Store](#) to anyone for any reason at any time. You understand that in the Store your Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Your credit card information will be processed by our third-party payment processor Stripe (see Latch's Payment Services section above),

which is integrated with the Shopify platform. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Store, use of the Store, or access to the Store or any contact on the website through which the Store is provided, without express written permission by us.

Modifications to the Store and prices

Prices for our Products and Services are subject to change without notice. We reserve the right at any time to modify, temporarily suspend, or discontinue the [Store](#) (or any part thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, temporary suspension or discontinuance of the Store. If we discontinue the Store, you will remain liable for all amounts due up to and including the date of discontinuance.

Products or Services purchased via the Store

Certain Products or Services may be available exclusively online through the [Store](#). The purchase and use of these Products and Services is governed by the Terms and Conditions of Sale.

Optional tools in the Store

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new Products or Services and/or features through the

website and in the [Store](#) (including the release of new tools and resources). Such new features and/or Products or Services shall also be subject to these Terms.

Third-party links in the Store

Our [Store](#) may include materials from third parties. Third-party links on this site and in the Store may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

Communications in the Store

You may have an ability to communicate with us through the [Store](#), e.g., to inquire about a product. When we receive your communication, we may follow up with you to respond to your inquiry. Additionally, when you make a purchase through the Store, we may follow up with you to confirm that you were able to successfully install and use the product or for any other legitimate business reason.

When you leave product in your cart but do not complete the purchase, we may follow up with you with cart reminders.

Errors, inaccuracies, and omissions

Occasionally there may be information on our site or in the [Store](#) that contains typographical errors, inaccuracies or omissions that may relate to Product or Service descriptions, pricing, promotions, offers, Product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Store or on any related website is inaccurate at any time without prior notice (including after you have

submitted your order).

We undertake no obligation to update, amend or clarify information in the Store or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Store or on any related website, should be taken to indicate that all information in the Store or on any related website has been modified or updated.

Disclaimer of warranties; limitation of liability – Store

We do not guarantee, represent or warrant that your use of our [Store](#) will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Store will be accurate or reliable.

You agree that from time to time we may remove the Store for indefinite periods of time or discontinue the Store at any time, without notice to you. You expressly agree that your use of, or inability to use, the Store is at your sole risk. The Store is (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. The Products and Services sold via the Store are governed by the warranties set forth in the Terms & Conditions of Sale.

In no case shall Latch, its affiliates, subsidiaries, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, third-party service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Store, or for any other claim related in any way to your use of the Service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Store or any content posted, transmitted, or otherwise made available via the Store, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Additional provisions

Third-party services and products

You and other Users may use the Services in conjunction with other products and services. For example, you may wish to grant third-party providers access to your space (common doors and unit doors, as determined by property management) to make deliveries or perform tasks such as cleaning or dog walking. You may also use the Services to manage, control, or operate compatible third-party devices or other devices. The Services may contain links, interfaces, and referrals to, as well as content and data from third-party websites, products and services (including our third-party payment processor(s)). The choice to use third-party services and products is yours.

If or when you choose to use third-party resources, you make this choice at your own risk. We neither provide, nor directly control these third-party services and third-party-devices and you acknowledge that we are not responsible or liable for the content, functions, accuracy, quality, suitability, legality, appropriateness or any other aspect of such services, websites, resources, or Products. The availability of any third-party services or third-party devices in connection with our Services does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use of or reliance on the content, goods, or services available through any such website, resource or third-party devices.

Consistent with our [Privacy Policy](#), we never share your personal information with third parties for the purposes of marketing or advertising to you. However, if you choose to access or use third-party services, including a third-party app utilized by your property management, or third-party devices in connection with our Services, you agree that we may share some information to enable their access and functionality. Specifically, you are consenting to the exchange of information and data between Latch and the applicable third-party service providers or third-party devices manufacturers regarding you, your Guests, and/or your use of the Services. This exchange may include your and your Guests' personal information as required to complete the service or functionality provided by a third-party service or third-party device.

Once you access a third-party service or third-party devices and this information is shared with the third-party service provider or third-party device manufacturer, the use of this information will be governed by that third-party's privacy policy and terms of use,

not by our [Privacy Policy](#) (except as expressly stated in the Privacy Policy) or these Terms. You should review the terms of use and privacy policies of any third-party service or third-party device before using such service. You acknowledge and agree that we make no representation or warranty about the safety of any third-party services or third-party devices and are not responsible for your use of any third-party services or third-party devices or any personal injury, death, property damage, or other related harm or losses. Your use of any third-party services or third-party devices is solely at your discretion.

Communication with users

As part of the Services, we may communicate with you and your Guests or other users by sending SMS, MMS, notifications, or other text messages (“Text Messages”). For example, daily doorcodes may be sent to Guests and notifications may be sent to Users via email, text message or via the Latch App. Please note that text messaging fees may apply to the sending or receipt of Text Messages. By registering for an Account, you hereby consent to receiving Text Messages from us to your user device. You may opt out of receiving some of these messages in the future, but the Services may not work properly if you do opt out. Occasionally we may need to notify you about important updates or notices that concern your property, the Products and Services, or changes to these Terms. Because this information is crucial to your management or inhabitation of a property, you cannot opt out of these communications. If you are a Resident or Owner, you are responsible for obtaining the consent of your Guests, and you represent and warrant that you have received consent from such Guest to the receipt of Text Messages and fees associated with receiving those messages.

If your user device is off, out of range, or subject to a variety of other conditions, you may not be able to send or receive Text Messages or they may be delayed. Cellular and other wireless transmissions services are not operated or controlled by Latch and may experience weak or dropped signals, service disruptions, or security breaches. Accordingly, we cannot be responsible for and disclaim all responsibility or liability for any delays or failure to send or receive Text Messages related to the Services or any security breaches related to any of the foregoing.

Warranties and service limitations

We work hard to provide the best Products and Services possible and make them highly reliable and consistently available. However, the use of our Products and Services is

subject to certain limitations and disclaimers as described in this section. The warranties for the Latch Devices and Software are set forth in the [Limited Warranty](#) and the [End User License Agreement](#), respectively.

Except as set forth in the Limited Warranty and End User License Agreement, the Products and Services and Content are provided on an “AS IS” and “AS AVAILABLE” basis. We make no guarantees that the Products and Services and Content will always be safe, secure, available or error-free; or that they will be compatible with your home or building network, computer or user device; or function without disruptions, delays or imperfections. To the extent permitted by law, we disclaim all representations, warranties and conditions of any kind, whether express, implied, or statutory, including any representations, warranties and conditions of merchantability, fitness for a particular purpose, accuracy, and non-infringement. We also make no representation, condition or warranty that defects or perceived defects will be corrected or that the Products and Services or the Content will meet your requirements. No advice or information, whether oral or written, obtained by you from Latch or through the Services shall create any legally-binding representation, warranty or condition.

We cannot control and will not be responsible for the actions or omissions of third parties who access or are given access to our Products and Services, including other Owners, Residents, Guests and any individual to whom access is granted through your Account, regardless of whether you intended to grant access to that individual. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through or in connection or in partnership with the Latch Devices or Services (including, but not limited to, third-party devices and third-party services (or other products and services) connected with or to the Latch Devices or Services) or any hyperlinked website or service. Your use of third-party devices or third-party services is subject to the relevant third-party’s terms and conditions and privacy notices that govern those devices and services, and Latch fully disclaims any liability that may arise from your use of such devices or services.

To the fullest extent allowed by law, Latch is not responsible for damage or liability caused by: (i) use of the Products and Services for purposes other than for which the Products and Services are designed or intended, or in improper conditions or in violation of these Terms or other written instructions provided by Latch; (ii) normal wear and tear or aging; (iii) improper repair, operation, maintenance or connections; (iv) to the extent allowed by law, attempted repair by anyone other than a facility or service provider authorized by Latch; or (v) use of third-party devices and third-party services.

Limitation on liability

We cannot predict when issues may arise with the Products and Services. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and in no event will we be liable to you for any lost profits, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory, or consequential damages of any kind or any bugs, viruses, trojan horses, or the like (regardless of the source of origination), even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or our Products and Services, whether arising under contract, tort (including negligence), or any other theory of liability, will not exceed the greater of \$100 or the amount actually paid by you to use our Products and Services in the past twelve months.

Dispute resolution

Please review this section regarding arbitration and class action waiver as this affects your legal rights.

You agree that all disputes between you and us (whether or not such dispute involves a third party) with regard to your relationship with us, including without limitation disputes related to these terms, your use of the services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration in accordance with the streamlined arbitration rules and procedures of [JAMS](#) then in effect, and you and we hereby expressly waive trial by jury; provided, however, that to the extent that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the state of New York.

Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that you and we would have in court may not be available in arbitration. As an alternative, you may bring your claim in your local “small claims” court, if permitted by that small claims court's rules and if within such court's jurisdiction. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. You are giving up your right to participate as a class representative or class member on any class claim you may have against us including any right to class arbitration or any consolidation of individual arbitrations (the “class action waiver”).

You also agree not to participate in claims brought in a private attorney general or

representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Latch Devices or Services or these Terms must be filed within one (1) year after such claim of action arose or be forever barred.

If you do not wish to be bound by the arbitration and class action waiver provisions in this section, you must notify Latch in writing within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be emailed to Latch at support@latch.com. If you do not notify Latch in accordance with this section, you agree to be bound by the arbitration and class action waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance. Such notification must include: (i) your name, (ii) your Latch Account email address; (c) your mailing address and (d) a statement that you do not wish to resolve disputes with Latch through arbitration and that you do not wish to waive your class action rights. If Latch makes any changes to the arbitration and class action waiver provisions of these Terms (other than a change to the address at which Latch will receive notices of dispute, opt-out notices, or rejections of future changes to the arbitration and class action waiver provisions), you may reject any such change by sending us written notice within 30 days of the change to the address set forth in this section. It is not necessary to send us a rejection of a future change to the arbitration and class action waiver provisions of these Terms if you had properly opted out of the arbitration and class action waiver provisions in this section within the first 30 days after you first accepted these Terms. If you have not properly opted out of the arbitration and class action waiver provisions in this section, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject. This notification affects these Terms only; if you previously entered into other arbitration agreements with Latch or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and Latch.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this

arbitration and class action waiver provisions will be null and void. This arbitration agreement will survive the termination of your relationship with us.

Modification, suspension, termination

Provided that your user device and Latch Access Control Device(s) continue to meet the [System Requirements](#), our offline-first design means that your user device and Latch Access Control Devices with valid credentials should continue to enable unlocking in the event of a network or cloud outage.

However, as we improve and evolve the capabilities of the Products and Services, we may need to change features or remove legacy features that are currently offered as part of the Services. These changes may occur at any time, and the Services may be temporarily inaccessible without notice for security reasons, maintenance, repair, or other circumstances. You agree that you will not be entitled to any refund or rebate in connection with any such suspensions. Note that valid doorcodes, keycards, and physical keys can still unlock Latch Access Control Devices in the event that the full functionality of the Latch App is temporarily unavailable.

There are rare occasions in which we may need to terminate your access to the Services, for example, if you violate our [Safety and Security Rules](#) or these Terms. In these circumstances and in order to provide the Services securely, we may terminate your access to the Services without notice and effective immediately, which may result in the forfeiture and removal of all information associated with your account.

Upon termination, your Account and right to use the Software and other Services will automatically terminate, but you may be able to continue using some functionality of the Latch Devices. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

We work hard to provide highly reliable Services that are consistently available. However, they may be subject to temporarily interruptions including third-party product or service failures, network or service provider downtime, and Acts of God. We shall not be liable for any failure to perform our obligations where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

Governing law and jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. You agree that, except as described in the “Dispute resolution” section above, any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of New York County, New York.

Updates

We reserve the right to update and may change or modify any part of these Terms from time to time, in our sole discretion, and reserve the right at any time to modify, suspend, or discontinue, temporarily or permanently, the Site or any part thereof, the Latch Consumer Apps, or any or all of the Services, or any Site or Latch Consumer Apps features, with or without notice and without liability to you. Updates of these Terms will be posted on the relevant area of the Site and will be effective immediately upon posting. You can review the most current version of the Terms at any time by clicking on the “Terms of Service” link located on webpages through the Site. You agree to review the Terms from time to time to ensure you are updated as to any changes. By continuing to use the Site, Products and Services following any such updates, you accept and agree to be bound by such updated Terms. IF ANY UPDATES ARE NOT ACCEPTABLE TO YOU, YOUR SOLE AND EXCLUSIVE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THE PRODUCTS AND SERVICES AND OUR WEBSITE. If you are a user and consumer located in Canada, your use of the Services is subject to additional [provisions](#) that supersede these Terms.

App Store provisions

The following terms apply to any of the Latch Apps accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where a Latch App may now or in the future be made available (each an “App Provider”). You acknowledge and agree that:

- Both you and we acknowledge that these Terms are concluded between you and us only, and not with the App Provider, and that the App Provider is not responsible for, does not endorse, and is not involved in the Services or Content;

- The App is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as applicable;
- You will only use the Services in connection with a user device that you own or control;
- You acknowledge and agree that App Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- In the event of any failure of the App to conform to any applicable warranty, including those implied by law, you may notify App Provider of such failure; upon notification, App Provider's sole warranty obligation to you will be to refund to you the purchase price, if any, of the App;
- You acknowledge and agree that we, and not App Provider, are responsible for addressing any claims you or any third party may have in relation to the App;
- You acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, we, and not App Provider, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and we acknowledge and agree that, in your use of the App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use;
- Both you and we acknowledge and agree that App Provider and its subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof;
- You acknowledge that these Terms are between you and Latch and not with an App Provider; and
- You will also comply with all applicable third-party terms of service when using the App, including with any App Provider.

Other

These Terms make up the entire agreement between you and Latch Systems, Inc. ("Latch") regarding your use of our Services and certain aspects of the Latch Devices,

including data from the Latch Devices that will be uploaded to the Services. These Terms supersede any prior oral or written agreements or understandings between you and us regarding the Services.

Some of our Products and Services are also governed by supplemental terms. If you use any of these Products or Services, supplemental terms will be made available and will become a part of our agreement with you. For example, your use of the Latch Devices and of the Latch software, including software that operates those devices, the Latch App, and Mission Control is also covered by the End User License Agreement (“[EULA](#)”), which governs the use of the Software, and the limited warranty provided in conjunction with that Latch Devices (“[Limited Warranty](#)”). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted on or through the Services in connection with such features. To the extent that any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.

With the exception of the class action waiver described in the “Dispute resolution” section above, if any portion of these Terms are found to be unenforceable or invalid, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Except as provided in the [Updates](#) section, any waiver of these Terms must be made in writing and signed by us.

You cannot transfer any of your rights or obligations under these Terms to anyone else without our Consent. We may assign, transfer, or delegate any of our rights and obligations without prior consent, whether as part of a merger, acquisition, sale of assets, or otherwise.

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect. The Services are offered only for your use, and are not for the use or benefit of any third party, except as expressly provided in the section titled “App Store provisions.”

The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

Customers and third parties can anonymously contact us to submit ethical concerns at (347) 352 1806. Please note: This number is not for customer support inquiries.

Contact

You may contact us at support@latch.com or call our toll-free number 1-877-890-2221 (operates on East Coast business hours).