# ring

March 8, 2018

#### Ring wants to help reduce crime and increase safety in Fort Lauderdale, FL

Ring is excited to propose a solution to the City of Fort Lauderdale (City), by working with the Fort Lauderdale Police Department (FLPD) to help prevent crimes and assist in investigations in your community. In an effort to reduce local crime and make Fort Lauderdale neighborhoods safer, Ring is proposing to partner with the City, through FLPD to implement home security and crime prevention programs. These programs will include training and support.

#### **Partnership Description**

The City through FLPD enters into a partnership with Ring to use the Ring Neighborhoods platform to make Fort Lauderdale neighborhoods safer.

- The Ring Neighborhoods platform is a digital neighborhood watch that both law enforcement and the public can access, free of charge. The public can access the platform by downloading the free Ring app through the Apple app store and Google play store.
- The app allows the community to share and comment on real time crime and safety events in their neighborhood. There are already more than 9,900 Fort Lauderdale residents using the app.
- As part of the partnership, FLPD will:
  - Use the critical crime and safety events that are posted in the app to assist in law enforcement operations and investigations.
  - Post in the app information relating to critical incidents and other information that would keep the public informed regarding issues in their neighborhoods.

#### Responsibilities

#### Ring Will:

- Make the Ring app available to Fort Lauderdale residents free of charge. As part of the program Fort Lauderdale residents will actually earn \$10 in Ring Credits when they invite a neighbor who downloads the app, and earn \$10 in Ring Credits when they download the app based on an invite from either FLPD or an existing Ring app neighbor.
- Donate 100 cameras to FLPD to be used for any purpose upon commencement of a partnership with additional donations over the course of the partnership based on engagement in the program and platform.
  - Said donations will be calculated as follows: The City will receive a \$10.00 credit for every resident or business owner that downloads the Ring free app. The credit will then apply to the donation of additional Ring cameras at a cost of \$200 per camera. Each time the City accrues \$20,000 in credit, Ring will provide the City an additional 100 cameras.
- Make the Ring Neighborhoods Portal available to FLPD, free of charge, including support and training for FLPD employees.

#### FLPD will:

- Engage the Fort Lauderdale community with outreach efforts on the platform to encourage adoption of the platform/app.
- Identify select areas for donation cameras in partnership with Ring that are accumulated through the app download program to maximize community benefit.
- o Maintain appropriate access controls for FLPD employees to use the portal.
- o As permitted by Florida's Public record's laws, make data related to calls for service and crime data

available to Ring on a mutually agreed upon basis.

#### Term

The agreement shall commence upon being executed by the parties, with the Neighborhoods Portal becoming available to FLPD no later than April 2nd, 2018. Either party may terminate the agreement and participation in the program at any time upon providing written notice to the other party.

#### **Press Release**

The parties shall agree to a joint press release to be mutually agreed upon by the parties.

#### Privacy and Terms of Use

The City, through FLPD, agrees to use the Ring Neighborhoods Police Portal for law enforcement purposes only. Ring's terms of service and privacy notice, attached as Exhibits "A" and "B", shall apply to all uses of the Ring Police Portal.

#### Compensation

At no point shall either party receive compensation from each other as a result of this partnership.

## RING, INC.

3-8-2018
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(Date)

By:	Steve Sebestyen	
Name:	Stur South	

1523 26th St. Santa Monica, CA 90404 (Address) Title: Head of Business Development

# CITY OF FORT LAUDERDALE

Lee R. Feldman City Manager

Date

[Municipal Seal]

ATTEST:

Jeffrey A. Modarelli CITY CLERK

Date

By: John P. "Jack" Seiler Date Mayor

> Approved as to form: Cynthia A. Everett, City Attorney

> > Date

By:

Bradley H. Weissman Assistant City Attorney

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# EXHIBIT "A"

# **Privacy Notice**

Ring Inc. and our affiliates ("Ring") respect your concerns about privacy. This Privacy Notice describes the types of personal information we obtain about consumers and other individuals identified below, how we may use the information, with whom we may share it, and the choices available regarding our use of the information. The Privacy Notice also describes the measures we take to safeguard the personal information and how individuals can contact us about our privacy practices.

- Information We Collect
  - Information We Obtain About You
  - Information We Obtain by Automated Means
- How We Use The Information We Collect
  - Third-Party Analytics Services
  - o Online Tracking and Interest-Based Advertising
- Information Sharing
  - <u>Ring+ Service</u>
- Your Choices
- Notice to California Residents
- <u>Other Online Services and Third-Party Features</u>
- How We Protect Personal Information
- <u>Updates To Our Privacy Notice</u>
- How To Contact Us

# **Information We Collect**

## Information We Obtain About You

We obtain certain personal information in connection with the products and services we provide. The types of personal information we obtain include:

• Contact information, such as name, phone number, and email and postal address;

- Account information, such as online password and other log-in details used to access Ring products and services;
- Social media handles, content and other data posted on our official social media pages;

# Information We Obtain by Automated Means

When you interact with our products and services, we obtain certain information by automated means, such as cookies, web server logs, web beacons, and other technologies. A "cookie" is a text file that websites send to a visitor's computer or other Internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. A "web beacon," also known as an Internet tag, pixel tag or clear GIF, links web pages to web servers and their cookies and may be used to transmit information collected through cookies back to a web server.

We may use these automated technologies to collect information about your equipment, browsing actions, and usage patterns. The information we obtain in this manner may include your device IP address, identifiers associated with your devices, types of devices connected to our services, web browser characteristics, device characteristics, language preferences, referring/exit pages, clickstream data, and dates and times of website or app visits. These technologies help us (1) remember your information so you will not have to re-enter it; (2) track and understand how you use and interact with our products and services; (3) tailor the services around your preferences; (4) measure the usability of our products and services and the effectiveness of our communications; and (5) otherwise manage and enhance our products and services, and help ensure they are working properly.

Your browser may tell you how to be notified when you receive certain types of cookies or how to restrict or disable certain types of cookies. Please note, however, that without cookies you may not be able to use all of the features of our online services. For mobile devices, you can manage how your device and browser share certain device data by adjusting the privacy and security settings on your mobile device.

# How We Use The Information We Collect

We may use the information we obtain about you to:

- Provide our products and services to you;
- Establish and manage your Ring account and profile;
- Personalize your experience with our products and services;
- Allow you to stream, save and share content through our services;
- Identify and authenticate you so you may access certain content or use certain of our services;

- Increase and maintain the safety and security of our products and services and prevent misuse;
- Communicate with you and provide customer support;
- Allow you to interact with certain third-party products or services (for example, to enable you to link to, or view content from, third-party sites within our services, or connect to third-party products and services through the Ring+ service);
- Perform analytics (including market and consumer research, trend analysis, financial analysis, and anonymization of personal information);
- Operate, evaluate, develop, manage and improve our business (including operating, administering, analyzing and improving our products and services; developing new products and services; managing and evaluating the effectiveness of our communications; performing accounting, auditing, billing reconciliation and collection activities and other internal functions);
- Protect against, identify and prevent fraud and other criminal activity, claims and other liabilities; and
- Comply with and enforce applicable legal requirements, relevant industry standards and policies, including this Privacy Notice and our Terms of Service.

We also may use the information we collect about you in other ways for which we provide specific notice at the time of collection and obtain your consent if required by applicable law.

# Third-Party Analytics Services

We use third-party web analytics services on our websites and mobile apps. The service providers that administer these services use automated technologies to collect data (such as email and IP addresses) to evaluate use of our websites and mobile apps. To learn more about these analytics services, please <u>click here</u>.

# Online Tracking and Interest-Based Advertising

On our websites, we may collect information about your online activities to provide you with advertising about products and services tailored to your interests. This section of our Privacy Notice provides details and explains how to exercise your choices.

You may see our ads on other websites or mobile apps because we participate in advertising networks. Ad networks allow us to target our messaging to users considering demographic data, users' inferred interests and browsing context. These networks track users' online activities over time by collecting information through automated means, including through the use of cookies, web server logs, web beacons and other similar technologies. The networks use this information

to show ads that may be tailored to individuals' interests, to track users' browsers or devices across multiple websites, and to build a profile of users' online browsing activities. The information our ad networks may collect includes data about users' visits to websites that participate in the relevant ad networks, such as the pages or ads viewed and the actions taken on the websites. This data collection takes place both on our websites and on third-party websites that participate in the ad networks. This process also helps us track the effectiveness of our marketing efforts.

Our websites are not designed to respond to "do not track" signals received from browsers. To learn how to opt out of ad network interest-based advertising in the U.S., please visit www.aboutads.info/choices, http://www.networkadvertising.org/choices/, and http://preferences-mgr.truste.com/.

# **Information Sharing**

We do not sell or otherwise share personal information about you except as described in this Privacy Notice. We may share your personal information with (1) our affiliates and subsidiaries and (2) our service providers who perform services on our behalf, such as order fulfillment and data analytics and storage. We do not authorize our service providers to use or disclose the information except as necessary to perform services on our behalf or comply with legal requirements. We also may share personal information with our business partners (1) with whom we jointly offer products and services; (2) to the extent you use Ring+ to connect to third-party products or services; and (3) for payment transaction and fraud prevention purposes.

We also may disclose information about you (1) if we are required to do so by law or legal process (such as a court order or subpoena); (2) in response to requests by government agencies, such as law enforcement authorities; (3) to establish, exercise or defend our legal rights; (4) when we believe disclosure is necessary or appropriate to prevent physical or other harm or financial loss; (5) in connection with an investigation of suspected or actual illegal activity; or (6) otherwise with your consent.

We reserve the right to transfer any information we have about you in the event we sell or transfer all or a portion of our business or assets (including in the event of a merger, acquisition, joint venture, reorganization, divestiture, dissolution or liquidation).

# Ring+ Service

Through our Ring+ service, you may choose to connect to certain third-party services offered by our business partners. To activate a connection and allow the Ring products and services to interface with an available third-party service, each Ring+ connection requires the exchange of certain information between Ring and our business partner that is providing the third-party service. For example, to enable you to integrate Ring's products and services with those of our business partners, we may share certain account information with those business partners, such

as your account ID and email address. In addition, we may share certain data our products collect from their surrounding environment that is necessary to perform their functions (such as motion or events outside your door). In each case, we will engage with a given third-party service only if you choose to activate such a connection. You may revoke a connection to a third-party service at any time by contacting Ring at privacy@ring.com or, depending on the particular third-party service, accessing your settings under your account with that service. The privacy statements of our business partners apply to any information practices of those partners and to the information shared with them.

# **Other Online Services and Third-Party Features**

Our website and mobile apps may provide links to other online services for your convenience and information, and may include third-party features such as apps, tools, payment services, widgets and plug-ins (e.g., Facebook, Twitter or PayPal buttons). These online services and third-party features may operate independently from us. The privacy practices of the relevant third parties, including details on the information they may collect about you, is subject to the privacy statements of these parties, which we strongly suggest you review. To the extent any linked online services or third-party features are not owned or controlled by us, Ring is not responsible for these third parties' information practices.

# How We Protect Personal Information

We maintain administrative, technical and physical safeguards designed to protect personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

# **Updates To Our Privacy Notice**

This Privacy Notice may be updated periodically and without prior notice to you to reflect changes in our personal information practices. We will post a notice on our websites and mobile apps to notify you of significant changes to our Privacy Notice and indicate at the top of the notice when it was most recently updated.

# How To Contact Us

If you have any questions about this Privacy Notice, or if you would like us to update information we have about you, change your preferences or exercise other applicable data protection rights, please contact us by e-mail at <u>privacy@ring.com</u> or write to us at:

Ring Inc. 1523 26th Street Santa Monica, CA 90404

## EXHIBIT "B"

## **RING POLICE PORTAL TERMS**

#### **SOFTWARE UPDATES**

From time to time, Ring may develop updates, upgrades, patches and other modifications to improve the performance of the Services and/or the Products or for other reasons in our sole discretion ("Updates"). You agree that Ring may make such Updates without providing any additional notice to you or receiving any additional consent from you.

#### **USER COMMUNICATIONS**

Ring is pleased to hear from its customers. However, we do not accept or consider any unsolicited creative ideas, suggestions or other materials related to products, services or marketing. Anything you disclose or offer to us by or through our websites or our Services ("communications"), including e-mails to Ring or postings on interactive portions of our websites, shall be deemed and shall remain the property of Ring. If you send us such communications, you do so on a NON-CONFIDENTIAL BASIS, and we will have no obligation to keep such information secret, to refrain from using such information, or to compensate you for the receipt or use of such communications.

#### **PRODUCTS AND SOFTWARE**

Downloading or using our software (including our mobile application) does not give you title to such software, including any files, data and images incorporated in or associated with the software. Our software is copyrighted by Ring or its licensor(s), and may be protected by one or more patents owned by Ring or its licensor(s). Software may not be copied, redistributed or placed on any server for further distribution. You may not sell, modify, decompile, disassemble or otherwise reverse engineer the software. Products and Services offered through this website shall be warranted, if at all, through the written license or warranty provided in connection with such product or software. These Terms apply to your use of all the Products and Services, including software that may be downloaded to your smartphone or tablet to access the Services (the "Application"). The Application is licensed to you on a limited, non-exclusive, nontransferrable, non-sublicensable basis, solely to be used in connection with the Products and Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Products and Services. You will only use the Application in connection with a device that you own or control. 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.

## NO REPRESENTATIONS OR WARRANTIES

Ring makes no representations or warranties that our Products or Services are free of defects, viruses or other harmful components. We shall not be responsible for any damages or loss that may result from the hacking or infiltration of our websites or Ring's computer systems.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ON OUR WEBSITE, OUR PRODUCTS AND SERVICES ARE PROVIDED 'AS IS,' AND RING DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING

BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR DO WE IN ANY WAY GUARANTEE THE QUALITY, DATA CONTENT, ARTISTIC WORTH OR LEGALITY OF INFORMATION, CONTENT, GOODS OR SERVICES THAT ARE TRANSFERRED, RECEIVED, PURCHASED OR OTHERWISE MADE AVAILABLE OR OBTAINED BY WAY OF THIS WEBSITE OR THE SERVICES. WE DO NOT WARRANT THAT OUR PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

#### EXCLUSION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL RING BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS THAT RESULT FROM THE DISTRIBUTION OR USE OF, OR THE INABILITY TO USE, THE CONTENT OR MATERIALS ON THIS WEBSITE, THE PRODUCTS, OR THE SERVICES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.