

# Privacy Policy

Privacy Policy for

**SYMPHONY PROPERTY MANAGEMENT LLC**

And

**SYMPHONY MANAGEMENT LLC**

**Effective June 1, 2023**

**PRIVACY POLICY**

**Notice of Information Collected**

**PRIVACY POLICY**

**Last Updated: June 1, 2023**

## **1. Introduction.**

Symphony Property Management LLC and/or Symphony Management LLC (collectively referred to herein as the "**Company**") and their respective affiliate companies (collectively, "**we**", "**us**" or "**our**"), is a property management company that services the owners of multifamily properties throughout the Northeastern United States (the "**Properties**"). In connection with our business, we also operate several internet websites, web pages and/or sub-domains that link to this Privacy Policy, including without limitation, this website at [[www.SymphonyMgmt.com](http://www.SymphonyMgmt.com)] (collectively, the "**Website**"). In the operation of the Website, we and our third-party service providers and partners ("**Service Providers**") sometimes gather certain information from and about visitors to and users of the Website (collectively, "**you**"). This Privacy Policy describes our policies regarding the collection, use and disclosure of any information we might collect from you when you visit or use the Website. It also describes your options regarding what types of information is collected from you, how it is used, and what we do to protect your information.

Information collected by any service provider, strategic partner, third-party website or advertiser that processes a transaction, information, links to, or is accessible from the Website is not covered by this Privacy Policy. Such information is covered by the privacy policies of such third parties, if any. Our use of such information is covered by this Privacy Policy. Any third parties that receive information via transactions or service offered through the Website, such as, for example, a payment processor, receive such information solely for the purpose of your transaction with us. **We do not share, sell, or exploit any data derived from a transaction placed on the Website to anyone except payment service providers in connection with the operation of our business; we only collect, store, and/or use personal information that is necessary for the effective operation of our business as a property management company.**

The Website is operated from the United States in accordance with laws of the United States. **If you are located outside of the United States, use of the Website is at your own risk and you are responsible for complying with your local and national laws.** By using the Website and/or by providing us with any personal information, you acknowledge that (a) U.S. law may provide a lower standard of protection for personal data than the laws of some other countries; (b) we will deal with your information in accordance with this Privacy Policy and U.S. law; and (c) you hereby waive any claims that may arise under the laws and regulations that apply to you in any other country or jurisdiction.

This Privacy Policy, sets out the rules and policies governing use of the Website. We may change or update this Privacy Policy from time to time, so we urge you to check this page frequently. The date of the most recent update is shown at the top of this page. Revisions take effect upon posting. Your use of the Website following any such update and posting constitutes your acceptance of the Privacy Policy as amended and then in effect.

WHEN YOU ACCESS THE WEBSITE, YOU THEREBY AGREE TO THIS PRIVACY POLICY – PLEASE READ IT CAREFULLY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, DO NOT ACCESS, CONTINUE TO ACCESS OR USE THE WEBSITE.

A list of some of our Services Providers are below, along with a link to each of their respective privacy policies, terms of use, terms of service, cookie policy, and other relevant policies, (the "**Policies**") all of which are incorporated herein as applicable. The links to the Policies below are for your convenience only, the Policies listed below may not represent all of the policies applicable to each Service Provider in all instances, and any such additional or other Policies that shall be relevant or applicable in connection with our Websites shall be incorporated herein; each of our Service Providers may change these policies at any time. We will make a reasonable effort to update the list of Service Providers below in the event any of these Service Providers is changed, or our business relationship with them has changed. We reserve the right to engage, retain, and part ways with any Service Provider, whether or not such Service Provider is listed below.

#### **G5 Search Marketing, Inc. ("G5")**

- Privacy Policy - <https://www.getg5.com/privacy-policy/>
- Terms of Service - <https://www.getg5.com/tos/>
- Cookie Policy - <https://www.getg5.com/cookie-policy/>

#### **Google**

- Privacy Policy - <https://policies.google.com/privacy?hl=en-US>

#### **PayLease, LLC d/b/a Zego ("Zego")**

- Privacy Policy - <https://www.gozego.com/privacy-policy/>

#### **RentPrep Screening Solutions LLC d/b/a RentPrep**

- Privacy Policy - <https://rentprep.com/about/security-privacy/>
- Terms and Conditions - <https://rentprep.com/terms-conditions/>

#### HOW AND WHAT INFORMATION MAY BE COLLECTED

Information may, now or later, be collected through a variety of means, including, without limitation, (i) automatically as you navigate through and interact with the Website, including via cookies, pixels, beacons, and other tracking technologies; (ii) via our Service Providers, and (iii) directly from you when you provide it to us, such as when you fill out forms on the Website, sign-up for a newsletter, make a payment or your other activities on any of the Websites or those operated by our Service Providers.

This privacy policy ("**Privacy Policy**") explains the data protection practices of Symphony Property Management LLC, Symphony Management LLC and their affiliates when you visit or use the websites, mobile-optimized version of our websites, and digital applications to which this policy is linked (collectively, "**Websites**").

**If you do not agree to the terms of this Privacy Policy, you must discontinue using the Websites and all services and features therein. By using the Websites, you acknowledge you have read and understand this Privacy Policy.**

## **2. Applicability.**

(a) This Privacy Policy applies whenever and however you access or use the Websites, whether via personal computers, mobile devices or other devices (each a "**Device**"). "Websites" includes all subdomains of Websites and any content, code, data, services, features or functionality made available from or through the Websites.

(b) For the avoidance of doubt, this Privacy Policy applies to information collected through our Websites but does not apply to information collected through any third-party website.

(c) Except as specified herein, this Privacy Policy does not apply to information you may provide to us offline.

(d) Certain features of the Websites may be subject to additional or different privacy provisions, which will be posted on the Website in connection with such features. All such additional or different privacy provisions are incorporated by reference into this Privacy Policy.

## **3. Information We Collect.**

### **(a) Information You Provide To Us.**

We may collect the information you provide when you participate in a tenant panel, register for a part of our Websites, make a payment, participate in our social networking features, subscribe to newsletters, promotional correspondence, or other electronic services, or send us an email or feedback. We do not share, or provide this information except where required to manage the Properties in the ordinary course of our business.

**(b) Information Automatically Collected As You Access and Use the Websites Usage Information.** In addition to any information that you choose to submit to us, to provide you with services relevant to you, Company and our Service Providers and advertisers may use a variety of technologies (including cookies, Flash cookies, web beacons and embedded scripts) ("**Cookies**") that automatically or passively collect information when you visit or interact with the Websites (the "**Usage Information**"). Please refer to our Service Provider's Policies for how Usage Information is collected, handled, and used.

## **4. Password Security.**

Resident portal and login areas of the Website are accessed through the use of a login name and password chosen by you when you through Zego. You should keep your password strictly confidential. Company shall not be responsible for anything resulting or arising from a third party's access to your resident portal or login information caused by your sharing or your mishandling of your login and password information. The policies and rules concerning the information gathered by Zego is set forth in their Policies, and information gathered by Zego is only used by us to the extent required to operate the business of the Company and manage the Properties in the ordinary course of the Company's business.

## **5. How We Use and Share the Information Collected.**

In addition to the other disclosures described in this Privacy Policy, Company may (and you authorize us to) share or disclose information collected from and about you on the Websites to other companies or individuals as set forth below. We may provide access to information to vendors that are performing services on our behalf, including fulfilling payments related to the management of information concerning your tenancy of the Properties, managing our email lists and sending email

messages on our behalf, processing payments, providing customer support and performing other administrative services, in order to carry out such services (the "**Service Provider Use**"). Subject to this Section 5, we do not share the information we collect with anyone except for parties required to process payments, update our Websites to improve them, and/or fulfill services related to the management of the Properties. **We do not sell information or data collected from the Website to advertisers or advertising agencies, nor do we sell such information or data for advertising purposes.**

We may share your information with our parent, subsidiary and affiliated companies, successors and/or assigns, who may use personal information or data for any purpose disclosed in or consistent with this Privacy Policy. Additionally, in the event of a sale, merger, consolidation, change in control, transfer of substantial assets, bankruptcy, reorganization, or liquidation, we may transfer, sell, or assign to third parties any and/or all information collected from or about you subject to Section 5(f). We have not sold any personal information to third parties for a business or commercial purpose in the preceding twelve (12) months.

We may share your information with our Service Providers and business partners in connection with services such as hosting, payment processing and billing, data storage, security, customer service, credit reporting, customer relationship management, accounting, auditing, surveys, email and mailing services, marketing or other relationships for joint marketing purposes or such partners' own marketing purposes in connection with the operation of the Website or our business.

**(a) Provide, Manage and Improve our Websites.** Company uses information we collect from you in part to provide you with a means to make payments in connection with your tenancy of the Properties on the internet, to respond to your inquiries, to administer the Websites and for other lawful business purposes.

**(b) Email Address.** If the email address you provide to us is a wireless email address, we will send you and you agree to receive messages at such address from Company or from third parties. Such messages may come from Company, or from third parties. You may opt-out of these messages from us by following the instructions provided in the message. We may also obtain the date, time and content of your messages. We will use the information we obtain in connection with these services in accordance with this Privacy Policy. Your service providers may also collect data about your wireless device usage, and their practices are governed by their own policies. **By providing us your email address, you consent to receiving messages as described above.**

**(c) Anonymous Information.** We may create aggregated or anonymized information about you and other users of the Websites by excluding information (such as your name) that relate to an identifiable individual ("**Anonymous Information**"). We may use this Anonymous Information for any purpose permitted under the law and disclose Anonymous Information to third parties in our sole discretion.

**(d) Affiliates.** We may transfer your information to other Company offices and affiliates for internal management and administrative purposes on our behalf.

**(e) Administrative and Legal Reasons.** Notwithstanding anything herein to the contrary, we may at all times and in any manner access, use, preserve, transfer and disclose your information, including disclosure to third parties: (i) to satisfy any applicable law, regulation, subpoenas, governmental requests or legal process, or in connection with a legal investigation, if in our good faith opinion such is required or permitted by law; (ii) to protect and/or defend the Websites' Terms of Service or other policies applicable to the Websites, their content, services or functionality, including investigation of potential violations thereof; (iii) to protect the safety, rights, property or security of the Websites or any third-party (for example, if we are trying to collect money you owe us); and/or (iv) to detect, prevent or otherwise address fraud, security or technical issues. Further, we may use identifiers and other information to identify users, and may do so in cooperation with third parties such as copyright owners, internet service providers, wireless service providers and/or law enforcement agencies,

including disclosing such information to third parties, all in our discretion (the “**Legal Use**”). Such disclosures may be carried out without notice to you.

**(f) Sales or Transfer of Business or Assets.** In connection with a sale, merger, transfer, exchange, or other disposition (whether of assets, stock, or otherwise, including via bankruptcy) of all or a portion of the business conducted by the Website to which this policy applies, in which case the Company will possess the information collected by us and will assume the rights and obligations regarding your information as described in this Privacy Policy (the “**Acquisition Use**”).

**(g) Social Networks.** If you use your login credentials from a social media networking service on a Website, we may receive information from such service in accordance with its terms and privacy policy and your settings. If you elect to share your information with these social networking sites, we will share information with them in accordance with your election. The terms and conditions of these social networking sites will apply to the information we disclose to them.

**(h) Legal.** We reserve the right to use IP addresses to identify you and, where permitted or required by law, we may provide information about or relating to you, including any Personally Identifiable Information about you, to third parties without your consent if we reasonably believe that such action is necessary to: (a) comply with a court order, subpoena, government request for information, or other legal or regulatory requirements; (b) protect or defend our rights or property, our Website, or other Website users; (c) respond to claims that any posting or other content of our Website violates the rights or property of any third party, including without limitation providing information necessary to satisfy the Digital Millennium Copyright Act; (d) to protect the health and safety of our Website’s users or the general public; or (d) to fulfill the purpose for which you provide it to us, and otherwise with your consent.

## **6. Legal Grounds for Using (Processing) Your Information.**

We collect information from you:

1. where we need it to perform any contract or lease we have entered with you,
2. where the processing is in our legitimate interests (provided that these aren’t overridden by your interests or rights) (such as personalizing our services and marketing for example), or
3. if we otherwise have your consent.

If you have questions about or need further information concerning the legal basis on which we collect and use your information, please contact us using the contact details provided under the “**Contact Us**” section below.

## **7. Data Rights.**

### **1. Data Subject Rights & Your Choices**

Subject to certain local laws, you have certain rights with respect to your information as further described in this section.

**(a) Your Legal Rights.** If you would like further information in relation to your legal rights under applicable law or would like to exercise any of them, please contact us using the information in the “Contact Us” section below at any time. Your local laws may permit you to request that we:

1. provide access to and/or a copy of certain information we have about you;
2. prevent the processing of your information for direct-marketing purposes;
3. update information which is out of date or incorrect;
4. delete certain information which we have about you;
5. restrict the way that we process and disclose certain of your information;
6. transfer your information to a third-party provider of services; and
7. revoke your consent for the processing of your information.

We will consider all requests and provide our response within the time period stated by applicable law. Certain information may be exempt from such requests in some circumstances, which may include if we need to keep processing your information for our legitimate interests or to comply with a legal obligation. We may request you provide us with information necessary to confirm your identity before responding to your request.

**(b) Marketing Emails.** If you want to stop receiving promotional e-mails from us, click on the "unsubscribe" link in any promotional email from us. Please note that once we receive your request, it may take an additional period of time for your opt-out to become effective. We may still communicate with you from time to time if we need to provide you with transaction information about the Websites you are using, if we need to request information from you with respect to a transaction initiated by you, or for other legitimate non-marketing reasons, for example, if we update this Privacy Policy.

Despite your indicated preferences, we may send you service related communications, including notices about your subscription, and we may continue disclosing your information to third parties under the Service Provider Use, the Legal Use and the Acquisition Use described above.

## **8. Retention of Your Information.**

We keep your information for no longer than necessary for the purposes for which it is processed. The length of time for which we retain information depends on the purposes for which we collected and use it and/or as required to comply with applicable laws.

## **9. Cookies and Other Tracking Technologies.**

Our Service Providers may use certain tracking technologies, including cookies, web beacons, and other similar technologies (collectively, "**Cookies**") on the Websites. This section ("**Cookie Notice**") explains what these technologies are and why they may be used, as well as your rights to control use of them. We endeavor to adhere to the Digital Advertising Alliance's (DAA) self-regulatory principles governing interest-based advertising. We do not use Cookies, our Service Providers may, and their use of Cookies and related technologies shall be subject to their Policies.

Cookies are text files that contain a certain amount of information and are downloaded to your computer or mobile device when you visit a website. They are useful because they allow websites to recognize a user's device. They are then returned to the original website on each subsequent visit or to any other website that recognizes them. For more information on cookies, go to <http://www.allaboutcookies.org>. The term "**Cookie**" is used in this Notice in the broad sense to include all similar techniques and technology, including web beacons and log files.

Some of our Service Providers may set and access Cookies on your computer as well. We do not have control over how these Service Providers use Cookies and similar technologies or the information derived therefrom, and this Privacy Policy does not cover any use of information that such Service Providers may have collected from you or the methods used by these third-parties to collect that information. These types of cookies include:

*Advertising Cookies:* These Cookies, defined exclusively by third parties, collect several types of data about your browsing habits, as well as your preferences for products and services. Please refer to the Policies for further information as to how to refuse these Cookies.

*Third-Party Functional Cookies:* These Cookies are defined by Service Providers who support and host our Websites and allow you to use useful services and features. Please refer to the Policies for further information as to how to refuse these Cookies.

### **Web Beacons**

Small graphic images or other web programming code called web beacons (also known as "clear GIFs")

or "pixel tags") or similar technologies may be included in our web pages and messages. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Websites, to monitor how users navigate the Websites, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed. A clear gif may enable our Service Providers to relate your viewing or receipt of a web page or message to other information about you, including your Personally Identifiable Information. Please refer to the Policies for further information as to how to refuse Web Beacons.

## **HTML**

HTML, the language some websites are coded in, may be used to store information on your computer or device about your interaction with and use of the Websites. Please refer to the Policies for information as to how this information may be used by the Service Providers as it relates to the Websites.

## **Types of Cookies We Serve on Third-Party Websites**

### **Duration of storage of cookies on your device**

Our Service Providers may use both "session cookies" (which expire once you close your web browser) and "persistent cookies" (which stay on your computer until you delete them).

## **Cookie Management**

### *Analytics*

To learn about Google Analytics' currently available opt-outs for the Web, please visit <https://support.google.com/analytics/answer/181881?hl=en>.

Please note that opt-outs are cookie-based and will only affect the specific computer and browser on which an opt-out is applied.

### *Using Browser Settings*

You can disable and/or delete most types of cookies by using your browser settings. Please note that if you use your browser settings to block all cookies you may not be able to access parts of our or others' Websites. The following links provide information on how to modify the cookies settings on some popular browsers. Please note the pages connected to the links below may change or update after the date of this Privacy Policy:

Apple Safari

<http://support.apple.com/kb/PH5042>

Google Chrome

[https://support.google.com/chrome/bin/answer.py?hl=en&answer=95647&p=cpn\\_cookies](https://support.google.com/chrome/bin/answer.py?hl=en&answer=95647&p=cpn_cookies)

Microsoft Internet Edge

<http://windows.microsoft.com/en-US/windows7/How-to-manage-cookies-in-Internet-Explorer-9>

Mozilla Firefox

<http://support.mozilla.org/en-US/kb/Cookies>

## **10. Links to Third Party Sites.**

When you are on the Websites, you may be directed to other websites that are operated and controlled by third parties or our Service Providers that we do not control. We are not responsible for the privacy practices employed by any of these third parties or Service Providers. If you access a third-party website from the Websites, you do so at your own risk, and you understand that this Privacy Policy does not apply to your use of such websites.

## **11. Security.**

The security of your personal information is important to us and in order to prevent its unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect from you. However, no electronic storage, safeguards, security protocols nor means of transmitting data over the Internet can be nor is entirely safe and secure -- for example risks of computer viruses, malicious software and hacker attacks. Thus, while we strive to take reasonable steps to protect your personal information, we cannot and do not guarantee or warrant its security, and you agree that we are not responsible for its theft, destruction, or inadvertent disclosure. We also recommend that you do not include any non-public personal or sensitive personal information such as passwords, social security numbers, credit card details or bank account information in any emails that you send to us. We will not contact you by email or otherwise seeking such information.

We implement appropriate administrative, technical and security safeguards to help prevent unauthorized access, use, or disclosure of the information we collect. However, no systems can be completely secure. Therefore, while Company uses reasonable efforts to protect your information, Company cannot guarantee its absolute security, and your use of the Websites indicates your agreement to assume this risk.

## **12. Transfer Information to the United States.**

The Websites are operated in the United States of America (USA) and are intended for users located in the USA. If you are located outside of the USA, please note that the information you provide to us will be transferred to and processed in the USA, where laws regarding processing of personal data may be less stringent than the laws in your country.

## **13. Changes to This Privacy Policy.**

We reserve the right to change this Privacy Policy at any time without prior notice. Any changes will be effective immediately upon the posting of the revised Privacy Policy.

## **14. ARBITRATION AND DISPUTE RESOLUTION AGREEMENT**

A. Initial Dispute Resolution. We are available by email at [[Info@SymphonyMgmt.com](mailto:Info@SymphonyMgmt.com)] to address any concerns you may have regarding use of the Website. We and you (the "**Parties**") shall use our best efforts to settle any dispute, claim, question or disagreement ("**Dispute**") directly through consultation and good faith negotiations, which shall be a precondition to either party initiating legal proceedings of any type. The party asserting the Dispute shall provide written notice to the other party (by overnight courier, first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent (1) to us at the address set forth in section 15, or (2) to you at: your address at one of the Properties, or your email address via email.

B. Agreement to Binding Arbitration. In the event that the Parties are unable to resolve any dispute informally, then such dispute shall be submitted to final and binding arbitration. The arbitration shall be initiated and conducted according to either the JAMS Streamlined Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Buffalo office of JAMS, or its successor ("**JAMS**") in effect at the time the request for arbitration is made (the "**Arbitration Rules**"). The arbitration shall be conducted in Erie County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator shall follow New York law and the Federal Rules of Evidence in adjudicating the dispute. However, the Parties agree that disclosure shall be limited in any such arbitration to no more than two (2) depositions per Party, each no more than (4) hours in length; no more than ten (10) written requests for documents; no more than ten (10) requests to admit; and no more than five (5) written interrogatories. The Parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the Parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any New York state or federal court with experience in matters involving the adult entertainment industry or e-commerce industry, as applicable. If either Party



refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Erie. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, incurred in enforcing the award, to be paid by the Party against whom enforcement is ordered.

**Injunctive Relief.** Notwithstanding the foregoing, either Party shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of the Policies or this Privacy Policy) in the state and federal courts of Erie County.

**Other Matters.** Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of the Policies or this Privacy Policy), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Erie County. **NOTICE: YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INVOLVING THE TERMS OF SERVICE TO BE DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY NEW YORK LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MAY POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. IN SO AGREEING YOU ARE ALSO GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE NEW YORK CODE OF CIVIL PROCEDURE. NEVERTHELESS YOUR AGREEMENT TO THIS ARBITRATION IS VOLUNTARY.**

**C. Class Action and Class Arbitration Waiver.** The Parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the Parties expressly waive their right to file a class action or seek relief on a class basis. You and we agree that each may bring claims against the other in arbitration only and only on an individual basis and in so doing you and we hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in section 14(B) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes. However, if a court decides that applicable law precludes enforcement of any of this section 14's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

**D. Exceptions – Small Claims Court Claims.** Notwithstanding the Parties' agreement to resolve all disputes through arbitration, either Party may seek relief in small claims court for disputes or claims within the scope of that court's jurisdiction.

**E. Exclusive Venue for Litigation.** To the extent that the arbitration provisions set forth in Section 14(B) do not apply, the Parties agree that any litigation between them shall be filed exclusively in state or federal courts located in State of New York, County of Erie (except for small claims court actions which may be brought in the county where you reside, provided that we are subject to jurisdiction there). The Parties expressly consent to exclusive jurisdiction in the State of New York, County of Erie for any litigation other than small claims court actions. The Parties also expressly agree that, to the extent that the arbitration provisions set forth in Section 14(B) do not apply, the Privacy Policy shall be construed in accordance with the laws of the State of New York without regard to its conflict of laws rules that would result in the application of the laws of a jurisdiction other than the State of New York.

## **15. Contact Us: Data Privacy Officer.**

If you have any questions or concerns about any aspect of this Privacy Policy, please contact us at the address set forth below:

Symphony Property Management LLC  
2 Symphony Cir,  
Buffalo, NY 14201

Or

[Info@SymphonyMgmt.com](mailto:Info@SymphonyMgmt.com)

Symphony Management LLC  
2 Symphony Cir,  
Buffalo, NY 14201