

MYHOOPTY.COM LLC

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Terms of Service

Last updated: September 1, 2026

These Terms of Service (the “Agreement”) are a binding contract between MyHoopty.com LLC, a Connecticut limited liability company (“MyHoopty,” “Company,” “we,” “us,” or “our”), and the person or entity that accesses flashmyhoopty.com, related websites, mobile applications, parking-permit tools, and other software we operate (together, the “Services”) (“you” or “your”). flashmyhoopty.com is powered by MyHoopty.com LLC.

By creating an account, clicking accept, scanning a payment or application QR code, submitting a parking-permit application, executing an order form, or using the Services, you agree to this Agreement and the MyHoopty Privacy Policy. Business customers that subscribe to dispatch or records software also agree to any applicable Data Processing Addendum. If you do not agree, do not use the Services.

If you accept this Agreement on behalf of a company, property owner, or other entity, you represent that you have authority to bind that entity. “You” then includes that entity.

1. Who uses the Services

The Services support more than one audience:

- Business Customers — towing, storage, and related companies that subscribe to software for dispatch, job records, invoices, and administration.
- Property Partners — owners, managers, and agents that authorize MyHoopty to administer parking permits and private-property parking rules at a specific community.
- Residents and Applicants — people who apply for, pay for, accept, or display a parking permit, or who use the parking application and permit platform for a participating property.
- Website visitors and other users who contact us or browse public pages.

A participating property’s Residential Parking Agreement, permit packet, posted rules, and payment-page disclosures (together, the “Property Parking Terms”) are part of the revocable license to park at that property. The packets attached to our working file are examples only. We administer many properties. The version presented at application, payment, or signature for your community is the version that applies to you.

You must be at least 18 years of age and able to form a binding contract. The Services are not directed to children. Anyone under 13 is prohibited from using the Services.

2. What the Services are — and are not

The Services may include parking-permit applications and payments, permit databases, dispatching, job records, photographs and documents, invoices and storage calculations, property and permit records, customer communications (including SMS, email, and push), vehicle lookup, reporting, and related workflows.

A parking-permit application is a request for a revocable license to park at that property. Paying the application fee starts review. It does not create a lease, reserve a numbered space unless the Property Parking Terms say so, create authorization to park on the premises, or require the property or MyHoopty to approve the application. Approval, denial, conditions, and revocation follow the Property Parking Terms and the property's posted rules.

It is the intent of the property owner to reserve the premises for vehicles that residents have registered with the complex or its agent. A parking permit is the credential that tells a property manager, a driver, and an enforcing agent that the vehicle was registered. This Agreement is one layer of that program. It is not the written tow-authorization form, the property-towing contract, or the posted sign required by Connecticut law.

Unless a space is marked for visitors or for another reserved purpose (including maintenance or management), all other parking spaces on the premises are designated restricted parking reserved for residents only, and only for vehicles registered with the complex or its agent and displaying a current valid permit. That registration is a revocable license to park in the designated resident area. It is not a lease of a space.

Visitor spaces, where marked, are designated restricted parking reserved for visitors only. Residents, household members, and vehicles registered to a unit may not park in a visitor space.

A vehicle left without authorization in a designated resident area or a designated visitor space - including a vehicle that has not been registered for a current permit in a resident-designated area, a vehicle whose temporary or visitor permit has expired as stated on the face of that permit, or a resident or household vehicle parked in a visitor-designated space - may be removed without prior notice to the extent Connecticut law allows for designated or restricted spaces reserved for a particular unit, person, or type of person. Signage, the property-towing contract, and the written or electronic authorization for each tow are separate documents and will be reviewed and amended on their own.

Statutory towing, storage, notice, and lien rules — including applicable Connecticut law, CGS § 14-145, CGS § 14-150, Public Act 25-55 / related 2025 legislation, and DMV regulations, as amended — control over any in-app price, deadline, or form if they conflict. You remain responsible for lawful parking and towing incidents.

3. Applications, information, and accounts

Residents and Applicants must provide accurate information on the permit application and payment pages (name, unit, contact information, and vehicle information). If that information changes, update it by emailing myhoopty.com@gmail.com or through the application tools if they are available. A permit application is not a multi-user software account. You are not inviting staff users or sharing logins to complete an application.

Business Customers and Property Partners that are issued credentials must keep those credentials confidential, may not share logins, are responsible for activity under their accounts including users they invite, and must notify us of suspected unauthorized access at myhoopty.com@gmail.com.

4. Permission to use the application and platform

Residents and Applicants may use the parking-permit pages, payment page, and related forms only to apply for, pay for, and manage a permit for the property named on that application. That permission

lasts while the application is pending and, if a permit is issued, while the permit remains valid under the Property Parking Terms. A permit is a revocable license to park at that property. It is not a sale of software, not a lease of a parking space, and not an interest in real estate.

Business Customers and Property Partners receive a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the administrative software solely for their internal operations during the subscription or engagement term, subject to timely payment of any fees.

MyHoopty and its licensors retain all right, title, and interest in the Services, software, interfaces, documentation, trademarks (including MyHoopty, MyHoopty.com, and flashmyhoopty.com), and all improvements.

No one may copy, sell, rent, lease, sublicense, or publicly display the Services; reverse engineer except to the extent that restriction is unenforceable; remove proprietary notices; bypass security; scrape the Services; or build a competing product using the Services or non-public information obtained through them.

5. Acceptable use

You agree not to:

- use the Services for any unlawful purpose, including unlawful tows, false reports, or fraudulent invoices or applications;
- submit another person's application or payment without that person's authorization;
- upload invalid, infringing, defamatory, or harmful content, or malware;
- interfere with the Services or impose an unreasonable load on our infrastructure;
- harvest personal data except as needed for lawful towing, storage, or permit administration;
- impersonate any person or misrepresent affiliation;
- falsify GPS, timestamps, photographs, signatures, residency, vehicle data, or job or permit status; or
- use motor-vehicle record, plate, VIN, or owner information for marketing, resale, or any purpose not permitted by the federal Driver's Privacy Protection Act and applicable DMV rules.

6. Parking permits, applications, and property rules

Parking on a participating property is a revocable license, not a leasehold right, and is conditioned on compliance with that property's Property Parking Terms, posted signage, and this Agreement.

A non-refundable application processing fee (currently twenty-five dollars (US \$25.00) unless a property page states a different amount) covers administrative review and is earned on submission. Payment does not guarantee approval. Refunds are considered only for documented duplicate payments made in error, requested in writing with the payment date and time, amount, email used, and Payment ID shown on the receipt.

Do not submit payment on behalf of another applicant unless you have their authorization. If you pay with a credit, debit, or other card, you represent that you are the cardholder or that you have the cardholder's permission to use that card for this charge. Third-party payments remain subject to the non-refundable policy. Unauthorized use of a payment card is prohibited.

Permit issuance, display, visitor-space rules, backing-in requirements, inoperable-vehicle rules, hook and drop fees, notification-cost reimbursement, replacement-permit fees, revocation, and related parking conditions are governed by the Property Parking Terms presented for that community. If those terms and this Agreement conflict on a parking-license issue at that property, the Property Parking Terms control for that property. If they conflict on software access, payment processing, SMS, privacy, or website use, this Agreement controls.

7. Application and permit information

Information, photographs, documents, and signatures you submit with a parking-permit application or payment remain yours. You authorize MyHoopty and the property named on the application to use that information to review residency and vehicle eligibility, issue or deny a permit, keep the permit database, send notices, enforce the Property Parking Terms, and respond to questions, tows, or legal process. You confirm the information is accurate and that you have the right to submit it, including information about a vehicle you own or are authorized to park.

MyHoopty shall not sell that information, shall not sell precise geolocation, and shall not use it for targeted advertising unrelated to administering the permit or providing the Services. How we collect, share, and retain personal information is described in the Privacy Policy.

When we process job-file or permit-file personal data solely as software for a Business Customer or Property Partner, that customer is the controller and MyHoopty is the processor, as further described in the Privacy Policy and any Data Processing Addendum.

8. Application fees and payments

The parking-permit application fee is a non-refundable administrative charge for review of that application. Unless the payment page for your property states a different amount, the fee is twenty-five dollars (US \$25.00) per vehicle submitted. The fee is earned when you submit payment. Paying it does not guarantee approval. Refunds are considered only for documented duplicate payments made in error. Request those in writing with the payment date and time, amount, email used, and the Payment ID on the receipt.

Replacement-permit fees, after-hours release fees, towing and storage charges, and other amounts in the Property Parking Terms are separate from the application fee and are charged only if those events occur.

Card payments run through Stripe or another PCI-compliant processor. Full card numbers and CVV values go to the processor, not to MyHoopty as PAN. MyHoopty may store tokens, last four digits, status, and transaction metadata. You authorize the charge shown on the payment page. Fees are exclusive of taxes except taxes on MyHoopty's net income.

Business Customers that subscribe to software are billed under their order form. MyHoopty does not guarantee that any motor club, insurer, property account, or vehicle owner will pay a Business Customer.

Credit and collection. Amounts you owe MyHoopty that remain unpaid more than thirty (30) days after the due date or after a chargeback of a valid earned charge may accrue a finance charge of one and one-half percent (1.5%) per month (eighteen percent (18%) per year) on the past-due balance, or the maximum rate permitted by Connecticut law, whichever is less. If you initiate a card dispute or

chargeback for a fee that was disclosed and earned under this Agreement or the Property Parking Terms, you remain responsible for that amount if the charge is valid. You agree to pay MyHoopty's reasonable costs of collection on a past-due or wrongfully charged-back amount, including collection-agency fees, reasonable attorneys' fees, court costs, and arbitration fees to the extent allowed by law. This paragraph does not waive any chargeback right the card network gives the true cardholder for unauthorized use, and it does not replace the card network's dispute process.

9. SMS, email, and push communications

By providing a mobile number and using the Services, or by checking an SMS-consent box, you agree to the SMS terms in Section 8 of the Privacy Policy. Message frequency varies. Message and data rates may apply. Reply STOP to opt out of SMS; reply HELP for help. Opting out of marketing texts does not stop transactional messages required to operate an account, job, storage file, release, or permit application where those messages are permitted by law. Consent to marketing texts is not a condition of buying a permit or using paid features.

Optional MyHoopty automotive offers. Separate from permit, job, storage, and account texts, MyHoopty may send special or exclusive automotive offers (service, repair, towing-program, or related promotions) by SMS, email, or push only if you give a separate opt-in for that program — for example an unchecked box that is not required to complete a permit application or payment. Message frequency for that program varies. Message and data rates may apply. Reply STOP to cancel offer texts; reply HELP for help. You may also email myhoopty.com@gmail.com. That optional consent is not a condition of applying for a permit, paying the application fee, or using other paid features.

10. Third-party services

The Services may integrate maps, GPS providers, payment processors, VIN or plate lookup vendors, accounting software, SMS gateways, hosting providers, and similar tools. Those providers have their own terms. MyHoopty is not responsible for third-party sites or services.

11. Privacy and security

Collection and use of personal information is described in the Privacy Policy. We maintain commercially reasonable administrative, technical, and physical safeguards. No method of transmission or storage is perfectly secure. You remain responsible for devices, networks, passwords, disabling departed users, and prompt notice of suspected compromise.

12. Responsibility for your application and your vehicle

If you apply for or hold a permit, you are responsible for the accuracy of your application, for the vehicle you park, and for following the Property Parking Terms. You will defend and indemnify MyHoopty and its officers, members, employees, and agents against claims, damages, and reasonable attorneys' fees arising from false or unauthorized application information, a vehicle you bring onto the property, your parking or towing incident, or your violation of this Agreement, the Property Parking Terms, or law.

Business Customers and Property Partners will defend and indemnify MyHoopty against claims arising from their use of the administrative software, data they submit or instruct us to process, their towing, storage, or release activity, payment disputes with third parties, and use of credentials they issue or fail to protect.

MyHoopty will defend and indemnify Business Customers against third-party claims that the unmodified Services, as provided by MyHoopty, infringe a U.S. patent, copyright, or trademark, excluding claims based on customer or applicant data, combinations with items we did not supply, or use after we notify you to stop. If an infringement claim proceeds, MyHoopty may procure a license, modify the Services, or terminate the affected Service and refund prepaid fees for the unused period. That is the exclusive software-infringement remedy for Business Customers.

13. Disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, MYHOOPTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

MYHOOPTY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT GPS, MAPS, STORAGE CALCULATIONS, PERMIT STATUS, OR FORMS WILL BE ACCURATE IN EVERY CASE; OR THAT USE OF THE SERVICES WILL PRODUCE ANY PARTICULAR PARKING, TOWING, LEGAL, OR FINANCIAL RESULT.

14. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MYHOOPTY WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY.

EXCEPT FOR MYHOOPTY’S INDEMNITY OBLIGATION FOR INTELLECTUAL-PROPERTY INFRINGEMENT, LIABILITY ARISING FROM A DATA-PROTECTION BREACH TO THE EXTENT A DATA PROCESSING ADDENDUM OR ORDER FORM SETS A SPECIFIC CYBER CAP, LIABILITY UNDER A PROPERTY PARKING AGREEMENT THAT SETS A DIFFERENT CAP FOR A WRONGFUL TOW AT THAT PROPERTY, AND LIABILITY THAT CANNOT BE LIMITED BY LAW, MYHOOPTY’S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS YOU PAID TO MYHOOPTY FOR THE SERVICES IN THE TWELVE (12) MONTHS BEFORE THE CLAIM, OR ONE HUNDRED DOLLARS (US \$100) IF NO SUCH AMOUNTS WERE PAID.

15. Term, suspension, and termination

This Agreement starts when you first accept it or use the Services and continues until terminated. Either party may terminate for a material breach that remains uncured thirty (30) days after written notice. MyHoopty may suspend or terminate immediately for unpaid fees, suspected fraud, illegal use, security risk, or to comply with law. A property or MyHoopty may revoke a parking permit as stated in the Property Parking Terms.

Upon termination, your license ends. We will provide a reasonable opportunity to export Customer Data where the product and any Data Processing Addendum allow, then may delete or anonymize data according to the retention schedule, backups, legal holds, and law.

16. Confidentiality

Each party may receive Confidential Information of the other. The receiving party will use it only to perform this Agreement and will protect it with at least reasonable care. Disclosure may be made if required by law, with prior notice where legally permitted.

17. Copyright complaints (DMCA)

If you believe content on the Services infringes your copyright, send a notice meeting 17 U.S.C. § 512(c)(3) to MyHoopty.com LLC, Attn: Copyright Agent, 690 Main Street, Oakville, CT 06795; email: myhoopty.com@gmail.com. We may remove alleged infringing material and terminate repeat infringers in appropriate circumstances.

18. Government and legal process

MyHoopty may disclose information when required by valid legal process, or when we believe in good faith that disclosure is necessary to prevent imminent bodily harm. Law-enforcement and civil data requests should follow the Data Request Policy.

19. Mobile application stores

If you download a mobile application from the Apple App Store or Google Play, this Agreement is between you and MyHoopty, not Apple or Google. Those stores' standard licensed-application terms also apply to the extent required.

20. Governing law and disputes

This Agreement is governed by the laws of the State of Connecticut, without regard to conflict-of-law rules. Except where a Property Parking Agreement requires mediation or arbitration for a parking-license dispute at that property, the state and federal courts located in Connecticut (judicial district encompassing Waterbury / Litchfield County, as applicable) have exclusive jurisdiction, except that MyHoopty may seek injunctive relief in any court to protect intellectual property, confidential information, or data security.

Before filing a lawsuit under this Agreement, the parties will attempt in good faith to resolve the dispute by written notice to the contacts below and a thirty (30) day discussion period. EACH PARTY WAIVES A JURY TRIAL TO THE EXTENT PERMITTED BY LAW. Claims under this Agreement must be brought in an individual capacity, not as a class or representative action, except where such waiver is unenforceable.

21. General

The parties are independent contractors. You may not assign this Agreement without MyHoopty's consent; MyHoopty may assign it in connection with a reorganization or sale of assets. Notices may be sent by email or through the Services.

MyHoopty may modify this Agreement by posting an updated version and updating the date above. Material changes will be notified by email or in-product notice where reasonably practicable. Continued use after the effective date constitutes acceptance.

This Agreement, the Privacy Policy, any Data Processing Addendum, any order form, and the Property Parking Terms that apply to your community are the entire agreement on their respective subjects. If a

provision is unenforceable, the remainder remains in effect. Feedback you provide may be used by MyHoopty without restriction or compensation.

22. Contact

MyHoopty.com LLC

flashmyhoopty.com powered by MyHoopty.com LLC

690 Main Street, Oakville, Connecticut 06795

Legal, support, privacy, and permit questions (interim): myhoopty.com@gmail.com

Tow-release line published in property packets: 203-528-0124

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End of Terms of Service.