

SmartCrew Privacy Policy and End User License Agreement

SmartCrew Solutions, Inc.

September 11, 2025

1. Introduction

This document outlines the Privacy Policy and End User License Agreement (EULA) for the SmartCrew mobile application and web platform (“SmartCrew” or “Service”), provided by SmartCrew Solutions, Inc. (“we,” “us,” or “our”). By using SmartCrew, you (“User” or “you”) agree to the terms outlined below. If you do not agree, please do not use the Service.

2. Privacy Policy

2.1 Scope

This Privacy Policy explains how we collect, use, store, and protect your personal information when you use SmartCrew. It applies to both the mobile app and web platform.

2.2 Information We Collect

We collect the following types of information:

- **Personal Information:** Name, email address, phone number, and job role when you create an account or submit time-off requests.
- **Location Data:** Geofenced location data when you clock in/out or use jobsite management features, if location permissions are enabled.
- **Usage Data:** Activity logs, time tracking data, field notes, and equipment usage records.
- **Device Information:** Device type, operating system, and IP address for security and analytics.
- **Photos and Documents:** Photos uploaded for field notes or incident reports and documents stored in the document management system.

2.3 How We Use Your Information

We use your information to:

- Provide and improve SmartCrews functionality, such as time tracking, jobsite management, and reporting.
- Ensure accurate geofencing for location-based features.
- Generate payroll and performance reports.
- Communicate with you regarding service updates or support requests.
- Comply with legal obligations, such as prevailing wage tracking.

2.4 Data Sharing

We do not sell your personal information. We may share your data:

- With your employer or project administrators for project management purposes.
- With service providers (e.g., cloud storage, analytics) under strict confidentiality agreements.
- With Quickbooks Online for integration, if enabled by your organization.
- As required by law or to protect our rights.

2.5 Data Security

We use industry-standard encryption to protect your data during transmission and storage. Access is restricted through role-based permissions and optional phone-based multi-factor authentication. Regular automated backups ensure data integrity.

2.6 Data Retention

We retain your data for as long as your account is active or as required for project records. You may request deletion of your personal information by contacting us at support@smartcrewapp.com, subject to legal or contractual obligations.

2.7 Your Rights

You have the right to:

- Access, correct, or delete your personal information.
- Opt out of non-essential data collection (e.g., analytics).
- Restrict location data usage by disabling permissions in your device settings.

2.8 Third-Party Integrations

SmartCrew integrates with Quickbooks Online for one-way data pushes (projects, customers, timecards). Data shared with Quickbooks is subject to their privacy policy.

2.9 Changes to This Policy

We may update this Privacy Policy. You will be notified of significant changes via email or in-app notifications. Continued use of SmartCrew constitutes acceptance of the updated policy.

2.10 Contact Us

For questions about this Privacy Policy, contact us at:

- Email: support@smartcrewapp.com
- Website: www.smartcrewapp.com/support

3. End User License Agreement (EULA)

3.1 Scope

This EULA governs your use of the SmartCrew mobile app and web platform. By downloading, installing, or using SmartCrew, you agree to these terms.

3.2 License Grant

We grant you a non-exclusive, non-transferable, revocable license to use SmartCrew for personal or business purposes in accordance with your organization's subscription. You may not:

- Modify, reverse-engineer, or decompile the Service.
- Distribute or sublicense SmartCrew to third parties.
- Use SmartCrew for unlawful purposes.

3.3 Ownership

SmartCrew, including its software, design, and content, is owned by SmartCrew Solutions, Inc. or its licensors. All rights not expressly granted are reserved.

3.4 User Content

You retain ownership of content you upload (e.g., field notes, photos, documents). By uploading, you grant us a worldwide, non-exclusive license to store, process, and display this content to provide the Service.

3.5 Termination

We may terminate your access to SmartCrew if you violate this EULA or if your organization's subscription ends. Upon termination, you must cease using the Service and delete the mobile app.

3.6 Warranty Disclaimer

SmartCrew is provided "as is" without warranties of any kind, express or implied, including fitness for a particular purpose. We do not guarantee uninterrupted or error-free operation.

3.7 Limitation of Liability

To the fullest extent permitted by law, SmartCrew Solutions, Inc. is not liable for indirect, incidental, or consequential damages arising from your use of SmartCrew.

3.8 Governing Law

This EULA is governed by the laws of the State of Delaware, USA, without regard to conflict of law principles.

3.9 Contact Us

For questions about this EULA, contact us at:

- Email: support@smartcrewapp.com
- Website: www.smartcrewapp.com/support