

Residely Privacy Policy

Last updated: **May 29, 2026** Effective date: **May 29, 2026**

This Privacy Policy explains how **Swell Ventures LLC** ("**Swell Ventures**," "**we**," "**us**," or "**our**") collects, uses, shares, and protects information in connection with **Residely**, our neighborhood directory and community management software, and all related websites, applications, and services (collectively, the "**Service**").

This Policy is incorporated into and forms part of our [Terms of Service](#). Capitalized terms not defined here have the meaning given in the Terms of Service.

By using the Service, you acknowledge this Privacy Policy. If you do not agree with it, do not use the Service.

1. Our role, and the role of neighborhoods

The Service is organized into **Neighborhoods**, each subscribed to by a **Customer** (such as an HOA or community association) and used by individual **Users** (such as residents).

A defining feature of the Service is that **Customers and their Administrators enter and manage information about residents and households**, including information about people other than themselves. Where a Customer or Administrator provides or controls information about residents through the Service, **the Customer is responsible for that information** — including for having the right to provide it and for the legality of doing so — and we generally process that information on the Customer's behalf and at its direction. We are not responsible for a Customer's or User's decisions about what information to collect, enter, or display, or for whether the necessary consents were obtained. See Section 9 of the Terms of Service.

If you are a resident and have questions about how your information is used within your Neighborhood, you should contact your Neighborhood's Administrator in addition to (or instead of) contacting us.

2. Information we collect

2.1 Information you provide directly

- **Account information** — your name, email address, and password when you create an Account, and any updates you make to your profile.
- **Household and directory information** — information you enter about your residence and household, which may include your household's address (street, number, subdivision, city, state, postal code), surname, contact email and phone number, the date you became a resident, an optional "about" description, and information about household members, including adults, children, and pets.
- **Reservations and community activity** — information about amenity reservations you make (including dates, times, sub-units, and notes), and your membership in groups and roles.
- **Communications** — information you provide when you contact us for support or otherwise communicate with us.

2.2 Information provided by Customers and Administrators about others

Customers and Administrators may enter or import information about residents and households — for example, by adding a household to the directory or by importing a community roster in bulk. This information may include the categories described in Section 2.1 and may relate to people who do not themselves hold an Account. We process this information on the Customer's behalf, as described in Section 1.

2.3 Payment information

When a Customer purchases a Subscription, payment is processed by our third-party payment processor (currently **Stripe**). We receive limited billing information (such as a billing email address, plan, and subscription status), but **we do not collect or store full payment card numbers** — those are handled by the payment processor under its own terms and privacy policy.

2.4 Information collected automatically

When you use the Service, we and our service providers may automatically collect certain technical information, such as your device and browser type, IP address, app version, log and diagnostic data, and information about how you interact with the Service. We use cookies and similar technologies to keep you signed in and to operate the Service, as described in Section 7.

3. How we use information

We use information to:

- provide, operate, maintain, and secure the Service, including authenticating you and keeping you signed in;
 - create and display the Neighborhood directory, amenities, groups, and reservations to authorized members of a Neighborhood;
 - process Subscriptions, payments, renewals, and related billing communications;
 - send transactional and service-related messages (for example, password resets, member-approval notifications, and reservation request, approval, or decline notices);
 - provide customer support and respond to your requests;
 - monitor, troubleshoot, improve, and develop the Service;
 - enforce our Terms of Service, prevent fraud and abuse, and protect the rights, safety, and security of users and the public; and
 - comply with legal obligations.
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4. How information is shared

We do **not** sell your personal information, and we do not share it for cross-context behavioral advertising. We share information only as described below.

- **Within your Neighborhood.** This is core to how the Service works. Information in a Neighborhood's directory — including household and member details — is **visible to other approved members of that Neighborhood**, subject to the visibility controls described in Section 5. Group rosters and amenity activity may likewise be visible to relevant members.
- **With service providers.** We share information with vendors who help us operate the Service — for example, cloud hosting, our payment processor, and email delivery providers — who are permitted to use the information only to provide services to us.
- **With the Customer.** A Neighborhood's Administrators have access to the information within their Neighborhood in order to administer it.
- **For legal and safety reasons.** We may disclose information if we believe in good faith that it is necessary to comply with a law, regulation, legal process, or governmental request; to enforce our Terms; or to protect the rights, property, or safety of Swell Ventures, our users, or others.
- **In a business transfer.** If we are involved in a merger, acquisition, financing, reorganization, or sale of assets, information may be transferred as part of that transaction, subject to this Policy.

- **With your direction or consent.** We may share information in other ways that you direct or to which you consent.
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5. Visibility within a Neighborhood

Because the Service is a community directory, some information is intended to be visible to other members. You should understand the following:

- A household's directory entry is generally **visible to other approved members** of the same Neighborhood.
- The Service provides controls that can affect visibility — for example, a household may be **hidden** from the directory for non-administrators, and some groups may be designated **private** so that they are visible only to administrators and the group's own members.
- Visibility settings, onboarding rules, and who is approved to join a Neighborhood are controlled by the Customer and its Administrators, not by us.

If you want to change what is shown about you or your household, you can edit your own household information, use the available visibility controls, or contact your Neighborhood's Administrator.

6. Information about children

The Service is **not directed to children**, and Accounts may only be created by adults aged 18 or older. We do not knowingly collect personal information directly from children.

A Neighborhood's directory may, however, include information about minors where an adult Customer or User has chosen to enter it (for example, listing children as household members). Where this occurs, the adult who provides that information is responsible for having the authority and any consent required to do so, as set out in the Terms of Service. If you believe a child's information has been provided without proper authority, contact the relevant Neighborhood Administrator or contact us at [support@residely.app], and we will work with the Customer to address it.

7. Cookies and similar technologies

We use cookies and similar technologies that are necessary to operate the Service — most importantly, a session cookie that keeps you signed in across the web and mobile apps. We do not use the Service to serve third-party advertising. You can control cookies through your browser settings, but disabling necessary cookies may prevent the Service from working properly.

8. Data retention

We retain information for as long as needed to provide the Service, to comply with our legal obligations, to resolve disputes, and to enforce our agreements. Information within a Neighborhood is generally retained while the Subscription is active and the relevant records remain in the Service. Administrators can delete certain records (including removing households or purging a Neighborhood's household data), and Customers can export data using the tools we provide. After an Account, Neighborhood, or Subscription ends, we may delete or de-identify information in the ordinary course, subject to residual copies in routine backups and any retention required by law.

9. Security

We use reasonable administrative, technical, and organizational measures designed to protect information against unauthorized access, loss, or misuse. However, **no method of transmission or storage is completely secure**, and we cannot guarantee absolute security. You are responsible for keeping your Account credentials confidential and for the security of the devices you use to access the Service.

10. Your choices and rights

Depending on where you live, you may have certain rights regarding your personal information, such as the right to access, correct, delete, or obtain a copy of it, or to object to or restrict certain processing.

- You can review and update much of your information directly in the Service by editing your profile and household.

- For information held within a Neighborhood, the Customer (your Administrator) often controls that data; we may direct your request to, or work with, the relevant Customer to fulfill it.
- To make a privacy request to us, contact us at [support@residely.app]. We may need to verify your identity before acting on a request, and we will respond as required by applicable law.

We will not discriminate against you for exercising any of these rights.

[For counsel] If you have users in California, the EU/UK, or other regulated jurisdictions, this section likely needs jurisdiction-specific disclosures (for example, CCPA/CPRA categories and rights, GDPR legal bases and data-controller/processor terms, and a Data Processing Addendum for Customers). Confirm with your attorney which regimes apply.

11. Third-party services and links

The Service relies on third-party providers (such as our payment processor, hosting, and email providers) and may contain links to third-party sites or services. We are not responsible for the privacy practices of third parties, and their handling of your information is governed by their own policies.

12. Where information is processed

We operate in the United States, and information we collect is processed and stored in the United States. If you access the Service from outside the United States, you understand that your information will be processed in the United States, where data-protection laws may differ from those in your location.

13. Changes to this Policy

We may update this Privacy Policy from time to time. If we make material changes, we will provide reasonable notice (for example, by email or through the Service) and update the "Last updated" date above. Your continued use of the Service after the changes take effect constitutes acceptance of the updated Policy.

14. Contact us

Questions, concerns, or privacy requests can be sent to:

Swell Ventures LLC [Mailing address] Email: [support@residely.app]

This document is a template and does not constitute legal advice. Swell Ventures LLC should have it reviewed by a licensed attorney before use.