

HOA PORTAL MASTER TERMS OF SERVICE

I. INTRODUCTION AND ACCEPTANCE OF TERMS

Summary

This Section explains the purpose of these Terms, identifies the Company and services covered by these Terms, establishes how users accept and become bound by these Terms, and clarifies the relationship between these Terms and other HOA Portal policies, agreements, and governing documents.

I.1 Purpose of These Terms

These HOA Portal Master Terms of Service ("Terms") govern access to and use of the HOA Portal, Resident Portal, administrative dashboard, communication tools, notices, documents, dues visibility features, voting-related features, AI-enabled features, integrations, and related digital services provided by Oktriva Ventures LLC d/b/a OKTRIVA AI SOLUTIONS (the "Company").

The purpose of these Terms is to establish the rights, responsibilities, limitations, restrictions, and obligations applicable to HOA Clients, administrators, board members, committee members, residents, homeowners, tenants, authorized users, and other individuals who access or use the Portal.

These Terms are intended to promote the secure, lawful, and appropriate use of the Portal while protecting the interests of the Company, HOA Clients, and authorized users.

I.2 Company and Brand Identification

These Terms are provided by Oktriva Ventures LLC, doing business as OKTRIVA AI SOLUTIONS ("Company," "we," "us," or "our").

The Company provides technology services, software tools, digital platforms, automation features, integrations, hosting support, maintenance services, and related technical solutions designed to support HOA-related communications, resident access management, document distribution, notices, workflow organization, and other HOA-approved digital functions.

The Company acts solely as a technology service provider and platform operator. The Company is not a homeowner's association, board of directors, property management company, attorney, accountant, election administrator, collection agency, financial institution, fiduciary, or governmental authority.

I.3 Acceptance of Terms

By accessing, registering for, browsing, logging into, using, interacting with, or otherwise accessing any portion of the Portal, each user acknowledges that the user has read, understood, and agrees to be bound by these Terms.

Where access to the Portal is provided through an HOA Client, administrator, property manager, board member, committee member, invitation process, account approval process, or similar authorization mechanism, use of the Portal constitutes acceptance of these Terms regardless of whether a separate written acknowledgment is obtained.

If a user does not agree to these Terms, the user must immediately discontinue use of the Portal.

If an individual accesses or uses the Portal on behalf of an HOA Client, board, management company, committee, organization, or other entity, that individual represents and warrants that they possess the authority to bind such entity to these Terms.

1.4 Scope of Application

These Terms apply to all access to and use of the HOA Portal and related services, including but not limited to:

- (a) resident accounts and resident access features;
- (b) administrator and board member access;
- (c) role-based permissions and user management functions;
- (d) HOA documents, notices, and communications;
- (e) resident inquiries, forms, submissions, and messages;
- (f) dues visibility, payment-related displays, and financial information features;
- (g) voting-related tools, participation features, and community engagement functions;
- (h) AI-assisted, automated, or technology-enabled features;
- (i) third-party integrations and connected services; and
- (j) any updates, enhancements, modifications, or replacement services provided by the Company.

These Terms apply in addition to any separate HOA Portal Service Agreement, subscription agreement, statement of work, implementation agreement, privacy policy, cookie policy, or other agreement expressly adopted by the Company.

1.5 Relationship to Other Policies and Agreements

Use of the Portal may also be subject to additional policies, notices, disclosures, guidelines, service agreements, privacy policies, cookie policies, acceptable use requirements, implementation documents, statements of work, HOA-specific agreements, or other documents adopted by the Company or agreed upon between the Company and an HOA Client.

These Terms are intended to operate together with such documents to create a comprehensive legal framework governing the Portal and related services.

To the extent a separate written HOA Portal Service Agreement exists between the Company and an HOA Client, the terms of that agreement may supplement or control specific aspects of the relationship between the Company and the HOA Client.

Nothing in these Terms shall be interpreted as modifying, replacing, or superseding an HOA's governing documents, bylaws, covenants, community rules, board resolutions, or other HOA-specific governance documents, except to the extent expressly stated in a separate written agreement executed by the Company.

2. DEFINITIONS

Summary

This Section defines certain capitalized terms used throughout these Terms. These definitions are intended to promote clarity, consistency, and a common understanding of the rights, responsibilities, services, technologies, and parties referenced in these Terms.

2.1 Company

"Company," "Developer," "Service Provider," "Provider," "we," "us," or "our" means Oktriva Ventures LLC d/b/a OKTRIVA AI SOLUTIONS, including its owners, members, managers, officers, employees, contractors, consultants, affiliates, representatives, agents, vendors, successors, and permitted assigns.

Unless expressly stated otherwise, references to the Company include the Company's role as the provider, operator, maintainer, developer, configurator, and supporter of the HOA Portal and related technology services.

2.2 HOA Client

"HOA Client," "Client," "Association," or "HOA" means the homeowners association, property owners association, condominium association, board of directors, HOA committee, management company, property manager, community organization, authorized representative, or other entity that contracts with, subscribes to, receives access to, or is authorized to use the HOA Portal and related services provided by the Company.

The HOA Client is the primary entity responsible for HOA governance, resident administration, community operations, records, notices, dues, voting activities, and other HOA-related decisions.

2.3 HOA Portal

"HOA Portal," "Resident Portal," "Portal," "App," or "Platform" means the HOA-specific web application, resident portal, administrative dashboard, community management interface, communication tools, notices, forms, document repositories, dues visibility features, voting-related features, AI-enabled tools, integrations, hosting environments, support systems, and related digital services provided, configured, maintained, or supported by the Company.

The HOA Portal may include both resident-facing and administrator-facing functionality and may be modified, expanded, restricted, replaced, or discontinued from time to time.

2.4 Administrator

"Administrator," "Admin," or "Administrative User" means any individual authorized by the HOA Client to access administrative functions, management tools, resident-management features, document-management areas, notices, communication tools, voting-management features, reporting functions, user permissions, or other elevated-access portions of the HOA Portal.

Administrators may include board members, committee members, property managers, management companies, HOA staff, or other authorized representatives designated by the HOA Client.

2.5 Resident and Authorized User

"Resident," "Authorized User," "User," "End User," "Homeowner," or "Tenant" means any individual authorized by the HOA Client, Administrator, or Company to access, view, interact with, or use any portion of the HOA Portal.

Authorized Users may include homeowners, residents, tenants, board members, committee members, property managers, staff members, invited users, and other approved individuals granted access to the Portal.

Authorization to access the Portal does not create ownership rights in the Portal, nor does it establish any employment, agency, partnership, fiduciary, or contractual relationship with the Company unless expressly agreed in writing.

2.6 Services

"Services" means the technology services, software functionality, hosting support, maintenance services, configuration services, integrations, automation tools, communication features, resident-access tools, document-management tools, workflow features, technical support services, updates, enhancements, and related digital solutions provided by the Company in connection with the HOA Portal.

Services may vary depending on the HOA Client's subscription level, configuration choices, enabled features, service agreement, and third-party integrations.

2.7 Resident Information

"Resident Information" means information relating to, identifying, describing, referencing, or reasonably associated with a resident, homeowner, tenant, board member, committee member, administrator, authorized user, or other individual connected to an HOA Client.

Resident Information may include names, email addresses, phone numbers, addresses, unit numbers, lot numbers, resident identifiers, account information, communication records, form submissions, uploaded files, role assignments, access records, voting-related information, dues-status information, technical records, and other information processed through the HOA Portal.

Resident Information may also include information submitted, uploaded, maintained, approved, or managed by the HOA Client or its authorized representatives through the Portal.

2.8 HOA Content

"HOA Content" means any notices, announcements, documents, governing documents, bylaws, covenants, policies, meeting information, community updates, messages, forms, records, communications, financial information, voting-related information, resident materials, uploaded content, or other materials created, supplied, approved, managed, published, or distributed by or on behalf of an HOA Client through the HOA Portal.

Unless expressly stated otherwise, HOA Content is controlled by the HOA Client and not independently verified by the Company.

2.9 Third-Party Services

"Third-Party Services" means external platforms, applications, vendors, APIs, hosting providers, cloud-service providers, authentication services, payment processors, AI providers, analytics tools, security providers, communication tools, infrastructure providers, domain providers, software integrations, and other services used to build, host, operate, secure, maintain, support, or enhance the HOA Portal.

Third-Party Services may include services such as Firebase, Firestore, Google Workspace, Google Drive, Google Forms, Netlify, Cloudflare, Stripe, PayPal, QuickBooks, OpenAI, ChatGPT, Gemini, Groq, email providers, SMS providers, analytics providers, and other similar technologies that may be implemented from time to time.

The Company does not own or control Third-Party Services and is not responsible for their independent actions, policies, availability, functionality, or performance.

2.10 AI and Automation Features

"AI and Automation Features" means artificial intelligence tools, machine-learning systems, automated workflows, automated responses, intelligent processing tools, data-analysis tools, content-generation features, recommendation tools, chatbot functionality, automated notifications, workflow automations, or similar technology-enabled features that may be incorporated into or connected with the HOA Portal.

AI and Automation Features may rely on Third-Party Services and may produce outputs, recommendations, summaries, classifications, responses, or other information based on available inputs and system configurations.

Such features are intended to assist users and support operational efficiency but are not substitutes for human review, independent judgment, HOA decision-making, professional advice, legal compliance determinations, financial review, or official HOA actions.

3. ABOUT THE HOA PORTAL AND COMPANY ROLE

Summary

This Section explains the purpose of the HOA Portal, the nature of the Services provided by the Company, the responsibilities retained by the HOA Client, and the limitations of the Company's role. The Company provides technology services and digital tools only and does not assume responsibility for HOA governance, management, legal compliance, financial administration, or community decision-making.

3.1 Technology Services Only

The HOA Portal is a technology platform designed to assist HOA Clients with resident access management, communications, notices, document distribution, workflow organization, dues visibility, voting-related features, and other HOA-approved digital functions.

The Company provides technology services, software functionality, hosting support, maintenance, configuration, automation tools, integrations, and related digital services associated with the operation of the HOA Portal.

The Company acts solely as a technology service provider. The Company does not own, operate, manage, control, or supervise the HOA Client, its board of directors, property management activities, community operations, resident affairs, financial administration, or governance functions.

Use of the HOA Portal does not transfer responsibility for HOA operations from the HOA Client to the Company.

3.2 Purpose of the HOA Portal

The purpose of the HOA Portal is to provide a centralized digital platform through which HOA Clients may organize and manage certain community-related information, communications, workflows, and resident-facing resources.

Depending on the configuration selected by the HOA Client, the HOA Portal may provide features relating to:

- (a) resident and user account management;
- (b) HOA notices, announcements, and communications;
- (c) document access and distribution;
- (d) resident inquiries, requests, and submissions;
- (e) dues-status visibility and account-related information;
- (f) voting-related tools and participation features;
- (g) administrator and board-member access controls;
- (h) AI-enabled or automated workflow features; and
- (i) other community-management tools approved by the HOA Client.

Portal functionality may vary between HOA Clients and may change based on service plans, enabled features, technical requirements, third-party integrations, or operational needs.

3.3 Scope of Portal Services

The Services provided by the Company are limited to the development, hosting, configuration, support, maintenance, operation, enhancement, and technical administration of the HOA Portal and related technology systems.

The Company may provide technical assistance relating to account access, platform functionality, software updates, integrations, troubleshooting, security measures, workflow automation, feature configuration, and other technology-related matters within the scope of the Services.

Unless expressly agreed in a separate written agreement, the Services do not include property management services, HOA administration services, accounting services, bookkeeping services, collection services, legal services, compliance services, election administration services, financial advisory services, or other professional services unrelated to the operation of the Portal.

Any support provided by the Company is limited to technology-related matters and should not be interpreted as assuming responsibility for HOA operations or decision-making.

3.4 HOA Client Responsibility for HOA Operations

The HOA Client remains solely responsible for all HOA-related operations, activities, records, decisions, and obligations.

Without limitation, the HOA Client retains exclusive responsibility for:

- (a) HOA governance and administration;

- (b) enforcement of community rules, bylaws, covenants, and policies;
- (c) resident eligibility determinations and access approvals;
- (d) HOA notices, communications, and official records;
- (e) dues, assessments, late fees, collections, and financial administration;
- (f) voting procedures, elections, ballots, and voting eligibility determinations;
- (g) resident disputes, community matters, and enforcement actions;
- (h) legal compliance and regulatory obligations; and
- (i) all decisions affecting residents, homeowners, tenants, board members, and community operations.

The Company does not independently verify, supervise, approve, or control HOA decisions and is entitled to rely upon information, instructions, approvals, and authorizations provided by the HOA Client and its designated representatives.

3.5 No HOA Governance, Management, or Fiduciary Role

The Company is not the homeowner's association, board of directors, committee, property manager, management company, election administrator, collection agency, accountant, financial institution, trustee, fiduciary, or official decision-maker for any HOA Client.

The Company does not make HOA decisions, establish community policies, determine voting outcomes, approve residents, assess dues, enforce community rules, resolve resident disputes, manage HOA finances, administer elections, or exercise authority over HOA governance matters.

The existence of the HOA Portal and the Services provided by the Company shall not be interpreted as creating any fiduciary duty, agency relationship, management relationship, partnership, joint venture, or governance role between the Company and any HOA Client, resident, homeowner, tenant, administrator, board member, or user.

All governance authority and community-management responsibilities remain with the HOA Client.

3.6 No Professional Services Relationship

The Services and information provided through the HOA Portal are intended solely to support technology-related functions and community-management workflows.

Nothing contained in the HOA Portal, the Services, communications from the Company, automated outputs, support interactions, reports, notifications, or other Portal content shall be interpreted as legal advice, financial advice, accounting advice, tax advice, compliance advice, property-management advice, election advice, or other professional advice.

The Company does not represent that the Portal, its content, or any automated feature satisfies the legal, regulatory, governance, accounting, financial, or operational requirements applicable to a particular HOA Client.

HOA Clients and users should consult qualified legal, accounting, financial, property-management, compliance, or other professional advisors regarding matters requiring professional judgment or expertise.

Nothing in these Terms creates a professional services relationship between the Company and any HOA Client, resident, homeowner, tenant, administrator, board member, or user.

4. ELIGIBILITY, AUTHORIZED USERS, AND ACCOUNT ACCESS

Summary

This Section establishes the eligibility requirements for accessing the HOA Portal, identifies who may be authorized to use the Portal, explains account registration and approval requirements, addresses role-based access controls, and outlines user responsibilities relating to account security and access credentials.

4.1 Eligibility Requirements

Access to the HOA Portal is limited to individuals who have been authorized by the applicable HOA Client, Administrator, or the Company in accordance with these Terms and any applicable HOA policies.

To access certain portions of the Portal, a user may be required to create an account, provide requested information, complete verification procedures, receive approval from an Administrator, or satisfy other access requirements established by the HOA Client or the Company.

Users must provide accurate, current, and complete information when registering for or accessing the Portal and must promptly update such information when changes occur.

The Company reserves the right to deny, restrict, suspend, or terminate access where eligibility requirements are not satisfied or where access would create security, operational, legal, or administrative concerns.

4.2 Authorized HOA Users

The HOA Portal is intended solely for authorized HOA-related users.

Depending on the configuration of the Portal and the authorization granted by the HOA Client, authorized users may include:

- (a) homeowners;
- (b) residents;
- (c) tenants;
- (d) board members;
- (e) committee members;
- (f) property managers;
- (g) HOA staff members;
- (h) authorized representatives; and
- (i) other individuals approved by the HOA Client or the Company.

Authorization to access the Portal may be limited to specific features, records, documents, communications, notices, voting tools, or other functionality based on a user's assigned role and permissions.

The Company reserves the right to verify, restrict, suspend, or revoke access where authorization cannot be reasonably confirmed.

4.3 Account Registration Requirements

Access to certain Portal features may require account registration and the creation of login credentials.

Users may be required to provide information such as names, email addresses, property addresses, unit numbers, resident identifiers, HOA-related information, contact information, or other information reasonably necessary to establish and administer an account.

Users represent and warrant that all information provided during registration is accurate, complete, and not misleading.

Users may not create accounts using false identities, unauthorized information, another person's credentials, or information that the user is not authorized to provide.

The Company may rely upon information submitted during the registration process and is not responsible for independently verifying all information supplied by users or the HOA Client.

4.4 Verification and Approval Procedures

The Company and HOA Client may implement verification, approval, authentication, or authorization procedures before granting access to the Portal.

Such procedures may include:

- (a) email verification;
- (b) Administrator approval;
- (c) residency verification;
- (d) ownership verification;
- (e) tenant verification;
- (f) resident identification matching;
- (g) role assignment procedures; or
- (h) other HOA-approved access controls.

Verification of an email address, account, property address, resident identifier, or similar information does not constitute a determination by the Company regarding legal ownership, tenancy status, voting eligibility, dues responsibility, HOA membership, or any other HOA-related right or obligation.

The HOA Client remains responsible for determining eligibility, approval status, access rights, and user authorization requirements.

4.5 Resident Identification and Role Assignments

The Portal may utilize resident identifiers, property identifiers, addresses, lot numbers, unit numbers, account classifications, role assignments, and similar access-control mechanisms to organize and manage user access.

Users may be assigned different levels of access based upon their relationship to the HOA Client, including resident, homeowner, tenant, committee member, board member, administrator, property manager, staff member, or other approved categories.

The HOA Client is responsible for determining appropriate role assignments and access permissions for its users.

The Company may provide technical tools that support role-based access control but does not independently determine user eligibility, authority, voting rights, residency status, ownership status, or HOA membership status unless expressly agreed in writing.

The Company is not responsible for errors resulting from incorrect role assignments, inaccurate HOA records, unauthorized approvals, delayed updates, or information supplied by the HOA Client or its representatives.

4.6 Account Security Responsibilities

Users are responsible for maintaining the confidentiality and security of their login credentials, passwords, authentication information, devices, and account access methods.

Users must take reasonable precautions to prevent unauthorized access to their accounts and must immediately notify the HOA Client or the Company if they become aware of:

- (a) unauthorized account access;
- (b) suspected credential compromise;
- (c) unauthorized password use;
- (d) suspicious account activity; or
- (e) security concerns affecting their account.

Users are responsible for all activity occurring under their accounts unless prohibited by applicable law.

The Company may implement authentication, access-control, security-monitoring, logging, or other protective measures but cannot guarantee that unauthorized access, security breaches, credential theft, or misuse will never occur.

4.7 Responsibility for Credentials and Devices

Users are responsible for safeguarding the devices, email accounts, browsers, networks, authentication tools, and other systems used to access the Portal.

Users shall not share passwords, verification links, authentication credentials, Administrator credentials, account access information, or other security credentials with unauthorized persons.

The Company is not responsible for losses, damages, claims, disputes, privacy issues, unauthorized actions, or security incidents arising from:

- (a) shared credentials;
- (b) compromised accounts;
- (c) stolen devices;
- (d) insecure networks;
- (e) user negligence;
- (f) unauthorized access by third parties; or
- (g) the failure of a user to protect account credentials or devices.

Users remain responsible for maintaining appropriate security practices when accessing and using the Portal.

5. USER RESPONSIBILITIES AND ACCEPTABLE USE

Summary

This Section establishes the standards of conduct applicable to all users of the HOA Portal. Users are expected to use the Portal responsibly, lawfully, and only for authorized HOA-related purposes. This Section also outlines prohibited activities, user obligations regarding resident information, and responsibility for actions taken through Portal accounts.

5.1 Authorized and Lawful Use

Users may access and use the HOA Portal solely for legitimate HOA-related purposes that are authorized by the HOA Client, applicable Administrator, and these Terms.

Users must use the Portal in a lawful, responsible, and respectful manner and may not use the Portal for any purpose that is unauthorized, fraudulent, misleading, harmful, disruptive, or inconsistent with the intended purpose of the Portal.

Use of the Portal must comply with these Terms, applicable HOA rules and policies, applicable laws and regulations, and any reasonable instructions provided by the HOA Client or the Company.

The Portal may not be used for personal commercial activities, unrelated business activities, unauthorized solicitations, or purposes unrelated to HOA operations and community matters unless expressly authorized by the HOA Client.

5.2 Accurate Information Requirement

Users are responsible for providing accurate, current, complete, and truthful information when registering for accounts, submitting forms, updating profiles, communicating through the Portal, or otherwise interacting with Portal features.

Users must not knowingly submit false, misleading, incomplete, outdated, fraudulent, or inaccurate information.

If information previously provided becomes inaccurate or outdated, users are responsible for promptly updating such information or notifying the appropriate HOA representative.

The Company is entitled to rely upon information submitted by users and is not responsible for independently verifying the accuracy of information supplied through the Portal.

5.3 User Conduct Standards

Users are expected to interact with the Portal and other users in a professional, respectful, and appropriate manner.

Users shall not engage in conduct that interferes with the operation of the Portal, disrupts community communications, compromises security, infringes upon the rights of others, or negatively impacts the experience of other users.

Users are responsible for ensuring that messages, submissions, uploads, communications, requests, notices, and other content submitted through the Portal are appropriate, lawful, and relevant to authorized HOA-related purposes.

The HOA Client and the Company reserve the right to investigate conduct that may violate these Terms or interfere with the proper operation of the Portal.

5.4 Prohibited Activities

Without limiting any other restriction contained in these Terms, users shall not:

- (a) use the Portal for unlawful, fraudulent, deceptive, abusive, threatening, harassing, defamatory, discriminatory, or harmful purposes;
- (b) impersonate another person or entity or misrepresent identity, authority, residency status, ownership status, or HOA affiliation;
- (c) submit false information, forged documents, misleading records, or inaccurate account information;
- (d) access, attempt to access, or interfere with accounts, records, documents, communications, or Portal features that the user is not authorized to access;
- (e) share login credentials, Administrator credentials, verification links, authentication credentials, or account access information with unauthorized individuals;
- (f) upload, transmit, distribute, or introduce malicious code, malware, viruses, ransomware, spyware, harmful files, or other disruptive technologies;
- (g) attempt to bypass authentication systems, security controls, role-based permissions, access restrictions, or technical safeguards;
- (h) copy, scrape, harvest, extract, reproduce, publish, distribute, sell, license, or commercially exploit Portal content, resident information, or HOA records without authorization;
- (i) use the Portal for unauthorized marketing, advertising, solicitation, political campaigning unrelated to HOA matters, spam, or mass communications;
- (j) reverse engineer, decompile, disassemble, modify, interfere with, or attempt to gain unauthorized access to the Portal, underlying systems, databases, source code, security mechanisms, or related infrastructure; or
- (k) engage in any activity that could damage, disable, overburden, impair, compromise, or interfere with the operation, security, availability, or integrity of the Portal or related services.

5.5 Protection of Resident Information

Users who access Resident Information through the Portal must use such information solely for authorized HOA-related purposes.

Users shall not improperly access, disclose, distribute, publish, sell, share, misuse, exploit, or use Resident Information for personal gain, unauthorized purposes, harassment, identity theft, marketing activities, or activities unrelated to authorized HOA functions.

Access to Resident Information does not grant ownership rights in such information and must be exercised in accordance with applicable privacy obligations, HOA policies, and these Terms.

Any misuse of Resident Information may result in suspension, removal of access, legal action, or other enforcement measures.

5.6 Compliance with HOA Rules and Policies

Users are responsible for complying with applicable HOA governing documents, bylaws, covenants, rules, policies, community standards, administrative requirements, and procedures established by the HOA Client.

The Company is not responsible for interpreting, enforcing, or monitoring compliance with HOA-specific governance documents except to the extent expressly agreed in writing.

Where HOA rules or policies govern user conduct within the community, users remain responsible for complying with those requirements independently of these Terms.

Nothing in these Terms limits the HOA Client's authority to establish, enforce, modify, or administer its own community rules and policies.

5.7 Responsibility for User Actions

Users are responsible for all activities conducted through their accounts and for all content, information, communications, submissions, uploads, requests, and actions initiated using their authorized access credentials.

Users remain responsible for actions taken through their accounts regardless of whether such actions were performed personally or by another person who gained access through the user's credentials, devices, accounts, or systems, except where prohibited by applicable law.

The Company is not responsible for losses, disputes, damages, claims, enforcement actions, privacy incidents, or other consequences arising from user misconduct, unauthorized activity, inaccurate information, misuse of Portal features, or violations of these Terms.

Individuals who misuse the Portal may be subject to suspension, restriction of access, account termination, legal action, or other remedies available to the HOA Client, the Company, or affected parties.

6. RESIDENT INFORMATION, DATA ACCURACY, AND PORTAL CONTENT

Summary

This Section explains how Resident Information, HOA-related information, documents, communications, and other content may be submitted, maintained, displayed, and managed through the HOA Portal. It also clarifies the respective responsibilities of the HOA Client, Administrators, Users, and the Company regarding data accuracy, content management, information verification, and the Company's limited use of information in connection with providing the Services.

6.1 Resident Information Submitted Through the Portal

The HOA Portal may collect, store, process, display, organize, or facilitate access to Resident Information submitted by the HOA Client, Administrators, Residents, Authorized Users, or other approved individuals.

Resident Information may include names, email addresses, phone numbers, property addresses, unit numbers, lot numbers, resident identifiers, account information, role assignments, communication records, form submissions, uploaded documents, dues-related information, voting-related information, support requests, and other HOA-related information necessary for Portal operations.

The type and amount of information processed through the Portal may vary depending on the configuration selected by the HOA Client, enabled features, third-party integrations, and operational requirements.

Users acknowledge that certain information may be visible to authorized Administrators, board members, property managers, Residents, or other approved users based on assigned permissions and access controls.

The Company may access, review, process, store, transmit, and otherwise handle Resident Information, HOA Data, communications, documents, records, and account information solely as reasonably necessary to provide, operate, maintain, secure, troubleshoot, support, improve, and administer the Services, comply with legal obligations, and enforce these Terms. The Company shall not use such information for unrelated personal purposes, unauthorized marketing, resale, or other purposes outside the scope of providing the Services, except as authorized by the applicable HOA Client or required by law.

6.2 HOA Responsibility for Data Accuracy

The HOA Client is solely responsible for determining what information is collected, entered, maintained, updated, displayed, shared, retained, or removed through the Portal.

The HOA Client is responsible for reviewing and maintaining accurate information relating to residents, homeowners, tenants, property records, account status, role assignments, document access, voting eligibility, dues-related information, notices, and other HOA records.

The Company does not assume responsibility for the accuracy, completeness, timeliness, legality, validity, enforceability, or appropriateness of information supplied, approved, maintained, or published by the HOA Client.

The HOA Client remains responsible for correcting inaccuracies, resolving disputes relating to HOA records, and ensuring that information maintained through the Portal reflects the HOA Client's official records and decisions.

6.3 User Responsibility for Submitted Information

Users are responsible for the accuracy, completeness, legality, and appropriateness of information, content, communications, documents, forms, files, requests, messages, and other materials submitted through the Portal.

Users shall not knowingly submit false, misleading, inaccurate, fraudulent, unauthorized, defamatory, unlawful, harmful, or inappropriate information.

Users are responsible for ensuring that they possess any necessary rights, permissions, authorizations, or approvals before uploading, submitting, sharing, publishing, or distributing content through the Portal.

The Company reserves the right, but not the obligation, to remove, restrict, disable, or reject content that reasonably appears to violate these Terms, applicable law, security requirements, HOA policies, or operational requirements.

6.4 HOA-Controlled Content and Records

The Portal may contain HOA Content, including community notices, governing documents, bylaws, policies, announcements, meeting materials, voting-related materials, forms, communications, financial information, resident resources, and other records supplied or approved by the HOA Client.

The HOA Client retains responsibility for determining what content is published, distributed, displayed, updated, archived, restricted, or removed through the Portal.

Unless expressly agreed in writing, the Company does not review, audit, verify, validate, approve, endorse, monitor, or guarantee the accuracy, legality, completeness, enforceability, or appropriateness of HOA Content.

Users acknowledge that HOA Content represents information supplied or approved by the HOA Client and does not necessarily reflect the views, opinions, recommendations, or determinations of the Company.

6.5 Resident Profile Information and Updates

Residents and Authorized Users are responsible for reviewing their profile information and promptly notifying the HOA Client or designated Administrator if account information appears inaccurate, incomplete, outdated, or improperly assigned.

Profile information may include names, contact information, property information, unit numbers, lot numbers, resident identifiers, account status, role assignments, communication preferences, and other user-related information maintained through the Portal.

The Company may provide technical tools that allow updates, corrections, requests, or profile modifications; however, final approval, review, verification, and administration of such information may remain subject to HOA Client procedures and authorization requirements.

The Company is not responsible for delays, inaccuracies, disputes, or issues resulting from outdated information, incomplete records, delayed updates, incorrect approvals, or information supplied by the HOA Client or its authorized representatives.

6.6 No Independent Verification by Company

The Company provides technology services and does not independently verify the accuracy, completeness, legality, ownership status, residency status, tenant status, voting eligibility, dues responsibility, HOA membership status, authority, or validity of information entered into the Portal.

The Company is entitled to rely upon information, records, approvals, instructions, authorizations, role assignments, and data provided by the HOA Client, Administrators, and authorized users unless the Company has reason to believe such reliance would be inappropriate.

The Company does not guarantee that information contained within the Portal is accurate, complete, current, error-free, or suitable for any particular purpose.

Users should direct questions, disputes, correction requests, voting concerns, resident-status issues, dues-related concerns, ownership disputes, or HOA-record inquiries to the HOA Client or the appropriate Administrator rather than the Company.

Nothing in the Portal or Services should be interpreted as creating a duty on the part of the Company to independently investigate, validate, monitor, or verify HOA records, Resident Information, or HOA Content.

7. HOA DOCUMENTS, NOTICES, AND COMMUNICATION FEATURES

Summary

This Section explains how HOA documents, notices, announcements, communications, messages, and related content may be made available through the HOA Portal. It also clarifies the respective responsibilities of the HOA Client, Administrators, Residents, and the Company regarding community communications and the use of communication-related Portal features.

7.1 HOA Documents and Community Records

The HOA Portal may be used to store, organize, display, distribute, or provide access to HOA documents, community records, notices, governing documents, bylaws, covenants, policies, meeting materials, forms, community resources, voting materials, financial information, and other HOA-related content.

The HOA Client is solely responsible for determining what documents and records are uploaded, published, distributed, maintained, updated, restricted, archived, or removed through the Portal.

The Company provides technology tools that facilitate access to such information but does not create, control, approve, validate, audit, or independently verify the accuracy, completeness, legality, enforceability, or appropriateness of HOA documents or records.

Users acknowledge that HOA documents and records available through the Portal are supplied, approved, or maintained by the HOA Client and remain subject to the HOA Client's policies, procedures, and governance requirements.

7.2 Notices and Announcements

The Portal may allow the HOA Client and its authorized representatives to publish notices, announcements, updates, reminders, alerts, event information, policy updates, meeting notices, maintenance notifications, community information, and other communications intended for residents or authorized users.

The HOA Client retains sole responsibility for the content, timing, distribution, accuracy, and legality of notices and announcements made available through the Portal.

The Company does not determine which notices are issued, who receives them, whether a notice satisfies legal requirements, or whether a particular communication constitutes official notice under applicable law or HOA governing documents.

Users remain responsible for reviewing notices and announcements made available through the Portal and for complying with applicable HOA requirements.

7.3 Resident Communications

The Portal may include features that enable communications between residents, administrators, board members, property managers, HOA representatives, committees, or other authorized users.

Such communications may include messages, inquiries, requests, responses, comments, submissions, updates, notifications, and other user-generated communications.

Users are solely responsible for the content of communications they send, publish, submit, or distribute through the Portal and must comply with these Terms, HOA policies, and applicable law.

The Company reserves the right, but not the obligation, to restrict, remove, investigate, or disable communications that reasonably appear to violate these Terms, applicable law, security requirements, or operational requirements.

7.4 Inquiry and Message Features

The Portal may provide tools that allow residents and authorized users to submit questions, requests, service inquiries, maintenance requests, support requests, feedback, forms, complaints, or other communications to the HOA Client or its designated representatives.

The availability, monitoring, handling, prioritization, routing, review, and response to inquiries remain the responsibility of the HOA Client and its authorized personnel.

The Company does not guarantee that inquiries will be reviewed, received, routed, acknowledged, acted upon, or resolved within any particular period of time.

Users should not rely upon Portal messaging features for emergencies, urgent matters, time-sensitive legal notices, public safety issues, or situations requiring immediate action.

7.5 Delivery and Availability Limitations

The Company does not guarantee uninterrupted delivery, receipt, accessibility, availability, timeliness, or successful transmission of documents, notices, alerts, announcements, emails, messages, notifications, communications, or other content transmitted through the Portal.

Communications may be affected by system outages, maintenance activities, technical failures, third-party service interruptions, internet connectivity issues, email provider filtering, user settings, device limitations, security controls, or circumstances beyond the Company's reasonable control.

Users are responsible for maintaining accurate contact information, monitoring their accounts, reviewing Portal communications, and ensuring that messages and notices can be received through available communication channels.

The Company shall not be responsible for missed notices, delayed communications, failed deliveries, communication interruptions, or similar issues arising from circumstances beyond its reasonable control.

7.6 No Responsibility for HOA Communications

The Company acts solely as the provider of technology tools used to facilitate communications and document distribution through the Portal.

The Company is not responsible for creating, drafting, reviewing, approving, monitoring, validating, interpreting, enforcing, or responding to HOA communications, notices, announcements, records, meeting materials, voting materials, community updates, or other HOA-generated content.

The Company does not guarantee that HOA communications comply with applicable laws, HOA governing documents, notice requirements, election procedures, recordkeeping obligations, or community governance requirements.

All responsibility for HOA communications, document management, notices, announcements, community messaging, and related HOA activities remains with the HOA Client and its authorized representatives.

Nothing in the Portal or Services shall be interpreted as transferring responsibility for HOA communications or community administration from the HOA Client to the Company.

8. HOA DUES, PAYMENT STATUS, AND FINANCIAL INFORMATION

Summary

This Section explains the purpose and limitations of dues-related, payment-related, and financial-information features that may be available through the HOA Portal. It clarifies that the HOA Client remains responsible for all financial records, assessments, dues, collections, and accounting matters, while the Company provides technology tools only.

8.1 Dues Visibility Features

The HOA Portal may provide features that allow Residents, Authorized Users, Administrators, board members, or other approved individuals to view certain dues-related information, assessment information, account balances, payment history, payment status, invoices, statements, financial notices, or other HOA-approved financial information.

Such features are intended to improve transparency, communication, and access to information maintained by the HOA Client.

The availability and functionality of dues-related features may vary depending on the HOA Client's configuration, subscription level, enabled features, data sources, third-party integrations, and administrative settings.

The Company may provide technology tools that display financial information but does not create, calculate, approve, or control the underlying financial records maintained by the HOA Client.

8.2 Informational Nature of Financial Information

Financial information displayed through the Portal is provided for informational and convenience purposes only.

Any account balances, payment status indicators, assessment records, transaction summaries, invoices, statements, dues information, or related financial data displayed through the Portal are derived from information supplied, entered, approved, maintained, or authorized by the HOA Client or applicable third-party providers.

Users should not rely exclusively upon Portal information when making financial decisions, resolving account disputes, determining legal obligations, verifying payment status, or addressing HOA-related financial matters.

In the event of any discrepancy between information displayed through the Portal and the official records maintained by the HOA Client, the HOA Client's official records shall control unless otherwise required by applicable law.

8.3 HOA Responsibility for Financial Records

The HOA Client retains sole responsibility for:

- (a) dues and assessment calculations;
- (b) account balances and resident account records;
- (c) invoices, statements, and billing records;
- (d) late fees, penalties, interest charges, and collection activities;
- (e) payment allocation and reconciliation;
- (f) financial reporting and recordkeeping;
- (g) resident account determinations;
- (h) dispute resolution relating to financial matters; and
- (i) compliance with applicable accounting, financial, tax, recordkeeping, and regulatory requirements.

The Company does not independently verify, audit, reconcile, monitor, validate, approve, or guarantee the accuracy of financial information maintained by the HOA Client.

Questions, disputes, correction requests, payment inquiries, billing concerns, account-balance disputes, and collection-related matters should be directed to the HOA Client or its designated representatives.

8.4 External Payment Providers and Payment Links

The Portal may contain links to, integrations with, or functionality provided through Third-Party Services that facilitate online payments, billing, invoicing, transaction processing, accounting functions, financial reporting, or related services.

Such services may be provided by independent third-party payment processors, financial service providers, accounting platforms, banking partners, or other external vendors.

Users who choose to utilize third-party payment services may be required to accept separate terms, conditions, privacy policies, fees, and operating requirements established by those providers.

The Company does not own, operate, or control third-party payment providers and is not responsible for their actions, policies, services, processing practices, fees, security measures, availability, or performance.

8.5 No Payment Processing Services

Unless expressly stated in a separate written agreement, the Company does not accept, process, hold, transmit, receive, manage, or control payments on behalf of any HOA Client or user.

The Company's role is limited to providing technology functionality that may display financial information or facilitate connections to third-party payment services.

The Company is not responsible for payment authorization decisions, payment processing errors, declined transactions, payment failures, banking issues, chargebacks, refunds, transaction disputes, delayed payments, duplicate payments, unauthorized transactions, or other payment-related issues.

Any payment transaction conducted through or in connection with the Portal remains subject to the policies, procedures, and requirements of the applicable HOA Client and third-party payment provider.

8.6 No Accounting, Collection, or Financial Administration Services

The Company is not an accounting firm, bookkeeping service, collection agency, financial institution, tax advisor, auditor, investment advisor, escrow provider, debt collector, or financial administrator.

The Services do not include accounting services, bookkeeping services, auditing services, reconciliation services, financial advisory services, collection services, debt recovery services, tax services, or financial administration services unless expressly provided under a separate written agreement.

Nothing contained within the Portal, financial displays, reports, payment features, account information, notices, reminders, or communications should be interpreted as accounting advice, financial advice, tax advice, collection advice, or professional financial services.

The HOA Client remains solely responsible for all financial administration, dues collection activities, accounting practices, financial reporting, compliance obligations, and financial decisions relating to its community operations.

9. VOTING, ELECTION, AND COMMUNITY PARTICIPATION FEATURES

Summary

This Section explains the purpose and limitations of voting-related, election-related, and community participation features that may be available through the HOA Portal. It clarifies that the HOA Client remains solely responsible for all election administration, voting procedures, eligibility determinations, and community governance decisions, while the Company provides technology tools only.

9.1 Voting-Related Features

The HOA Portal may provide features that enable HOA Clients to facilitate community participation, distribute voting materials, collect responses, conduct surveys, manage ballots, record participation, communicate election-related information, or support other HOA-approved voting and engagement activities.

The availability, functionality, and configuration of voting-related features may vary depending on the HOA Client's subscription level, enabled services, administrative settings, community requirements, and technical capabilities.

Voting-related features are provided solely as technology tools intended to support community engagement and administrative efficiency.

The Company does not determine how voting features are configured, implemented, administered, or used by an HOA Client.

9.2 HOA Responsibility for Elections and Voting Procedures

The HOA Client retains sole responsibility for all election-related matters, voting procedures, governance requirements, and community participation processes.

Without limitation, the HOA Client is responsible for:

- (a) establishing election rules and procedures;
- (b) determining voting eligibility requirements;
- (c) preparing and distributing ballots;
- (d) establishing voting periods and deadlines;
- (e) determining quorum requirements;
- (f) verifying voter qualifications;
- (g) validating votes and election results;
- (h) resolving voting disputes and challenges; and
- (i) ensuring compliance with applicable laws, governing documents, bylaws, covenants, policies, and procedural requirements.

The Company does not supervise, administer, oversee, or control any election, vote, referendum, survey, approval process, board election, committee election, or other governance-related activity conducted by an HOA Client.

9.3 Voting Eligibility and Authorization

The HOA Client is solely responsible for determining which individuals are eligible to vote, participate, receive ballots, access voting features, or otherwise participate in community decision-making processes.

The Company does not independently verify residency status, ownership status, HOA membership, voting rights, proxy authority, account standing, board eligibility, committee eligibility, or any other qualification relating to voting participation.

Access to voting-related features through the Portal does not constitute a determination by the Company that a user is eligible to vote or participate in a particular election or governance matter.

Users with questions regarding voting rights, eligibility, participation requirements, ballot access, or election procedures should contact the HOA Client or its designated representatives.

9.4 Voting Records and Participation Data

The Portal may store, process, display, or facilitate access to certain voting-related information, participation records, ballot submissions, response data, attendance records, survey responses, or other community participation information.

Such information is maintained for administrative and operational purposes and may be subject to access controls, permissions, retention practices, and HOA-specific policies.

The HOA Client remains responsible for determining how voting-related information is maintained, reviewed, retained, disclosed, archived, corrected, or managed.

The Company does not guarantee the completeness, accuracy, legal sufficiency, evidentiary value, enforceability, or official status of voting-related records maintained through the Portal.

Official HOA records remain subject to the HOA Client's governing documents, recordkeeping practices, and legal obligations.

9.5 No Election Administration Services

The Company provides technology services only and does not provide election administration services, voting certification services, ballot validation services, proxy verification services, governance consulting services, or community decision-making services.

The Company is not an election administrator, inspector of elections, vote counter, governance authority, board advisor, or independent reviewer of election activities.

The Company does not certify election results, validate ballots, determine voting outcomes, verify quorum requirements, investigate voting irregularities, or resolve election-related disputes.

Any use of voting-related functionality does not transfer election administration responsibilities from the HOA Client to the Company.

9.6 No Liability for Voting Outcomes or Disputes

The Company shall not be responsible or liable for any election result, voting outcome, governance decision, community action, ballot dispute, voter challenge, procedural issue, participation dispute, eligibility determination, quorum issue, proxy dispute, recordkeeping dispute, or other matter arising from or relating to HOA voting activities.

The Company shall not be liable for claims arising from:

- (a) voting eligibility determinations;
- (b) election procedures adopted by the HOA Client;
- (c) ballot preparation or distribution;
- (d) voting deadlines or participation requirements;
- (e) community decisions or governance actions;
- (f) inaccurate information supplied by users or the HOA Client;
- (g) voting disputes between residents, board members, or other participants; or
- (h) actions or omissions of the HOA Client relating to elections or governance matters.

All responsibility for voting administration, election management, governance decisions, and community participation processes remains with the HOA Client.

Users acknowledge that the Company's role is limited to providing technology tools that may facilitate voting-related activities and that the Company does not guarantee any particular voting outcome, participation level, procedural result, or governance decision.

10. AI, AUTOMATION, AND DIGITAL ASSISTANCE FEATURES

Summary

This Section explains the purpose and limitations of AI-enabled, automation, and digital assistance features that may be available through the HOA Portal. It clarifies that such features are intended to support efficiency, communication, and workflow management but do not replace human judgment, HOA decision-making, professional advice, or legal compliance obligations.

10.1 Purpose of AI and Automation Features

The HOA Portal may include AI-enabled tools, automation features, intelligent workflows, digital assistance tools, automated notifications, content-generation tools, data-processing features,

recommendation systems, chatbot functionality, summarization tools, or other technology-assisted capabilities.

These features are intended to assist HOA Clients, Administrators, Residents, and Authorized Users by improving operational efficiency, organizing information, facilitating communications, supporting workflows, and enhancing user experiences.

The availability, functionality, and scope of AI and automation features may vary depending on system configuration, enabled services, third-party integrations, subscription levels, technical limitations, and future platform updates.

The Company may add, modify, limit, replace, suspend, or discontinue AI and automation features at any time.

10.2 AI Outputs May Be Inaccurate or Incomplete

AI-generated outputs, automated responses, recommendations, summaries, classifications, notifications, analyses, content suggestions, workflow actions, and other automated results may be inaccurate, incomplete, outdated, misleading, inconsistent, or inappropriate for a particular situation.

AI and automation systems operate based on available data, system configurations, algorithms, user inputs, and third-party technologies, all of which may contain limitations or errors.

Users should not assume that AI-generated content or automated outputs are accurate, complete, legally sufficient, compliant, reliable, or appropriate for any particular purpose.

The Company does not warrant or guarantee the accuracy, completeness, reliability, legality, suitability, or usefulness of AI-generated or automated outputs.

10.3 Human Review Requirement

Users are responsible for exercising independent judgment and conducting appropriate review before relying on any AI-generated content, automated recommendation, workflow action, notification, report, summary, communication, or other automated output.

AI and automation features are intended to assist users and support administrative efficiency but are not substitutes for human review, decision-making, oversight, or verification.

HOA Clients, Administrators, board members, property managers, and users should review information generated through AI or automation features before taking action based upon such information.

The Company encourages users to independently verify important information and decisions that may affect residents, finances, governance matters, voting activities, compliance obligations, or community operations.

10.4 No Professional, Governance, Financial, or Compliance Advice

AI-generated content, automated recommendations, notifications, reports, summaries, responses, communications, and other outputs made available through the Portal are provided solely for informational and operational assistance purposes.

Nothing generated by AI or automation features shall be interpreted as legal advice, financial advice, accounting advice, tax advice, compliance advice, governance advice, property-management advice, election advice, or any other form of professional advice.

The Company does not represent that AI-generated outputs satisfy legal requirements, governance obligations, regulatory standards, accounting requirements, financial reporting requirements, or community-management obligations.

Users should consult qualified professional advisors regarding matters requiring legal, financial, accounting, governance, compliance, operational, or professional expertise.

10.5 HOA Responsibility for Decisions and Actions

The HOA Client remains solely responsible for all decisions, actions, communications, governance matters, elections, voting procedures, financial administration, policy determinations, resident management decisions, compliance obligations, and community operations.

The existence or use of AI and automation features does not transfer decision-making authority or responsibility from the HOA Client to the Company.

Any decision to rely upon AI-generated information, automated outputs, recommendations, analyses, or workflow actions remains the responsibility of the HOA Client and applicable users.

The Company does not approve, endorse, validate, supervise, or control decisions made by users based upon AI-generated content or automated functionality.

10.6 Third-Party AI Providers

Certain AI and automation features may be provided, supported, hosted, powered, or enhanced through Third-Party Services and external AI providers.

Such providers may include artificial intelligence platforms, machine-learning providers, automation tools, cloud-service providers, language-model providers, workflow services, analytics providers, and other third-party technologies integrated into the Portal.

The Company does not own or control third-party AI providers and is not responsible for their independent actions, outputs, policies, practices, availability, performance, security measures, data handling practices, or service interruptions.

Use of AI-enabled features may also be subject to applicable third-party terms, conditions, privacy policies, and usage requirements.

10.7 No Guaranteed Results

The Company does not guarantee that AI or automation features will achieve any particular outcome, performance level, efficiency improvement, cost reduction, accuracy level, compliance result, operational benefit, governance outcome, user experience improvement, or business objective.

The effectiveness of AI and automation features may depend upon user inputs, data quality, system configurations, HOA procedures, third-party services, operational practices, technical limitations, and other factors beyond the Company's control.

Users acknowledge that AI and automation technologies are evolving technologies that may contain limitations, errors, inconsistencies, interruptions, or unexpected results.

Use of AI and automation features is at the user's and HOA Client's own discretion and risk, subject to the limitations and disclaimers contained in these Terms.

II. THIRD-PARTY SERVICES, INTEGRATIONS, AND EXTERNAL PROVIDERS

Summary

This Section explains the Company's use of third-party technologies, service providers, integrations, infrastructure providers, payment platforms, cloud services, and AI-related providers that may support the operation of the HOA Portal. It also clarifies the limitations of the Company's responsibility for services, systems, and technologies that are owned, operated, or controlled by third parties.

II.1 Third-Party Technology Providers

The HOA Portal may utilize, connect with, rely upon, integrate with, or otherwise interact with Third-Party Services that support the functionality, operation, security, hosting, communications, automation, analytics, payment processing, authentication, storage, maintenance, or enhancement of the Portal.

Third-Party Services may be incorporated into the Portal to improve user experience, provide technical functionality, support operational requirements, or enable specific features requested by the HOA Client.

The Company may add, remove, replace, modify, suspend, or discontinue third-party integrations and service providers from time to time as part of normal business operations, technology updates, security requirements, or platform improvements.

The Company does not own or control Third-Party Services and cannot guarantee their continued availability, functionality, performance, or suitability.

II.2 Hosting, Authentication, and Cloud Services

The Portal may be hosted, operated, maintained, secured, or supported through third-party hosting providers, cloud-service providers, authentication providers, database providers, content-delivery networks, infrastructure providers, storage providers, and related technology vendors.

Such providers may process, transmit, store, secure, or facilitate access to Portal data, Resident Information, documents, communications, and other information necessary for the operation of the Services.

The Company may rely upon third-party infrastructure providers for system availability, account authentication, security functions, backup services, database operations, and related technical services.

The Company is not responsible for outages, interruptions, delays, security incidents, service failures, performance issues, or operational disruptions attributable to third-party hosting, authentication, cloud, or infrastructure providers.

II.3 Payment and Accounting Platforms

The Portal may integrate with or provide access to third-party payment processors, billing systems, accounting platforms, bookkeeping tools, financial-reporting systems, invoicing platforms, or related financial technologies.

Such services are provided by independent third parties and remain subject to the terms, conditions, privacy practices, fees, policies, and operational requirements established by those providers.

The Company does not own, operate, administer, control, or supervise third-party payment processors or accounting platforms.

The Company is not responsible for payment processing errors, transaction failures, chargebacks, refunds, accounting discrepancies, reconciliation issues, financial reporting errors, banking interruptions, service outages, or other issues arising from third-party financial service providers.

11.4 AI and Automation Providers

Certain AI-enabled features, automation tools, intelligent workflows, digital assistance tools, chatbot functionality, content-generation systems, recommendation engines, analytics tools, or related technologies may be provided through Third-Party Services.

The Company may utilize external AI providers, machine-learning platforms, automation services, language-model providers, workflow providers, or other technology vendors to support AI-related functionality within the Portal.

The Company does not control the independent operation, decision-making processes, outputs, performance, security practices, service availability, or policies of third-party AI providers.

Users acknowledge that AI-related functionality may be affected by the limitations, restrictions, interruptions, inaccuracies, or operational changes of the applicable third-party provider.

11.5 Third-Party Terms and Policies

Access to or use of certain Third-Party Services may be subject to separate terms of service, license agreements, privacy policies, acceptable use policies, security requirements, subscription terms, or other contractual requirements established by the applicable provider.

Users and HOA Clients may be required to comply with such third-party requirements when accessing or utilizing integrated services.

The Company is not responsible for interpreting, enforcing, monitoring, or guaranteeing compliance with third-party contractual obligations.

Users are responsible for reviewing and understanding any applicable third-party terms and policies that govern their use of external services connected to the Portal.

11.6 Third-Party Service Interruptions and Changes

Third-Party Services may experience outages, maintenance periods, service interruptions, feature modifications, policy changes, pricing changes, technical limitations, security incidents, service suspensions, or permanent discontinuation.

The Company does not control such events and cannot guarantee that third-party services will remain continuously available, unchanged, secure, or compatible with the Portal.

The Company shall not be liable for losses, damages, delays, disruptions, errors, interruptions, data issues, feature limitations, or operational impacts resulting from actions, omissions, failures, modifications, or decisions of third-party providers.

The Company reserves the right to modify, suspend, replace, limit, or discontinue Portal features that depend upon Third-Party Services where reasonably necessary.

11.7 Data Processing by Third-Party Providers

In connection with the operation of the Portal, certain Resident Information, HOA Content, communications, technical information, usage data, account information, documents, and related information may be processed, stored, transmitted, analyzed, secured, backed up, or otherwise handled by Third-Party Services.

Such processing may occur for purposes including hosting, authentication, communications, data storage, analytics, security monitoring, payment processing, automation, AI functionality, system maintenance, technical support, and operational administration.

The Company takes commercially reasonable measures to select and manage service providers; however, the Company does not control the independent privacy, security, operational, or data-processing practices of third-party providers.

Additional information regarding data handling and third-party processing may be provided in the HOA Portal Privacy Policy and other applicable documentation.

12. INTELLECTUAL PROPERTY RIGHTS

Summary

This Section explains ownership of the HOA Portal, the Company's intellectual property rights, the limited rights granted to users to access and use the Portal, restrictions on unauthorized use, and the treatment of feedback, suggestions, and recommendations submitted to the Company.

12.1 Ownership of the Portal

The HOA Portal, Resident Portal, administrative dashboard, software, source code, object code, designs, user interfaces, workflows, features, functionality, databases, systems, technology, architecture, content organization, documentation, and all related components of the Services are owned by or licensed to the Company and are protected by applicable intellectual property, copyright, trademark, trade secret, and other proprietary rights laws.

Except for the limited rights expressly granted under these Terms, no ownership rights, title, interest, or intellectual property rights in the Portal or Services are transferred to any HOA Client, Administrator, Resident, Authorized User, or other person.

Use of the Portal does not grant any ownership interest in the Portal, underlying technology, software, systems, or related intellectual property.

12.2 Company Intellectual Property

The Company retains all rights, title, and interest in and to its intellectual property, including without limitation:

- (a) the HOA Portal and related software;
- (b) platform architecture and technology;

- (c) source code and object code;
- (d) designs, layouts, interfaces, and workflows;
- (e) trademarks, logos, brand names, and trade names;
- (f) documentation, manuals, and support materials;
- (g) AI-enabled tools, automation systems, and proprietary processes;
- (h) updates, enhancements, improvements, modifications, and derivative works; and
- (i) all associated intellectual property rights and proprietary interests.

Nothing contained in these Terms shall be interpreted as granting any ownership rights in the Company's intellectual property except for the limited license expressly described in these Terms.

12.3 Limited License to Use the Portal

Subject to compliance with these Terms and any applicable HOA Portal Service Agreement, the Company grants authorized users a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Portal solely for authorized HOA-related purposes.

This license is provided solely to permit users to utilize the Portal's intended functionality in accordance with their assigned permissions and authorized access rights.

The license granted under this Section may be suspended, restricted, or terminated by the Company or the HOA Client in accordance with these Terms.

All rights not expressly granted are reserved by the Company.

12.4 Restrictions on Use

Except as expressly authorized by the Company in writing, users shall not:

- (a) copy, reproduce, distribute, publish, display, license, sell, lease, assign, or commercially exploit any portion of the Portal;
- (b) modify, adapt, translate, create derivative works from, or otherwise alter the Portal or related technology;
- (c) reverse engineer, decompile, disassemble, decode, or attempt to discover source code, algorithms, security controls, or underlying technology;
- (d) remove, alter, obscure, or interfere with copyright notices, trademarks, proprietary notices, branding, or ownership information;
- (e) access or use the Portal for competitive analysis, benchmarking, replication, development of competing products, or other unauthorized commercial purposes;
- (f) use automated tools, bots, scripts, scraping technologies, data-harvesting tools, or similar technologies to extract information from the Portal without authorization;
- (g) interfere with the operation, security, integrity, performance, or functionality of the Portal; or

(h) use the Company's intellectual property in any manner not expressly authorized by the Company.

Any unauthorized use of the Portal or the Company's intellectual property may result in suspension of access, termination of rights, legal action, or other remedies available under applicable law.

12.5 Feedback and Suggestions

The Company welcomes feedback, comments, ideas, recommendations, enhancement requests, feature suggestions, bug reports, and other submissions relating to the Portal or Services.

If a user, HOA Client, Administrator, Resident, or other individual voluntarily submits feedback or suggestions to the Company, such submissions may be used by the Company without restriction and without any obligation to provide compensation, attribution, ownership rights, royalties, or other consideration.

To the extent permitted by applicable law, users grant the Company a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to use, modify, incorporate, reproduce, distribute, display, implement, commercialize, and otherwise utilize submitted feedback or suggestions for any lawful business purpose.

Nothing in this Section requires the Company to implement, adopt, review, respond to, or act upon any feedback or suggestion received.

13. PRIVACY, DATA HANDLING, AND SECURITY

Summary

This Section explains how Resident Information and other Portal-related data may be collected, processed, accessed, stored, and protected through the HOA Portal. It also clarifies the respective responsibilities of the Company, HOA Clients, Administrators, and users regarding privacy, data management, security practices, and information protection.

13.1 Relationship to the HOA Privacy Policy

The collection, use, processing, storage, disclosure, retention, and protection of information through the HOA Portal are also governed by the HOA Portal Privacy Policy, which is incorporated into these Terms by reference.

The HOA Privacy Policy provides additional information regarding the categories of information collected, how information may be used, how information may be shared, applicable privacy rights, retention practices, security measures, and related privacy matters. In the event of a conflict between these Terms and the HOA Privacy Policy regarding privacy-related matters, the HOA Privacy Policy shall control unless otherwise stated. Users are encouraged to review the HOA Privacy Policy carefully before using the Portal.

13.2 Collection and Processing of Resident Information

The Company may collect, process, store, organize, transmit, secure, display, maintain, or otherwise handle Resident Information and other Portal-related data as necessary to provide, operate, maintain, support, improve, secure, and administer the Services.

Information processed through the Portal may include Resident Information, account information, contact information, property-related information, communication records,

uploaded content, voting-related information, dues-related information, technical information, usage information, authentication records, support requests, and other information necessary for Portal functionality.

Such information may be processed directly by the Company or through authorized Third-Party Services that support hosting, authentication, communications, security, analytics, automation, payment functionality, storage, and related operational requirements.

The Company's handling of information is subject to the HOA Privacy Policy, applicable agreements, operational requirements, and applicable law.

13.3 HOA Client Responsibilities for Data

The HOA Client remains responsible for the information it collects, uploads, manages, approves, publishes, distributes, maintains, or otherwise makes available through the Portal.

Without limitation, the HOA Client is responsible for:

- (a) maintaining accurate HOA records;
- (b) determining what Resident Information is collected and displayed;
- (c) establishing appropriate user-access permissions;
- (d) obtaining any notices, permissions, consents, or authorizations required by applicable law;
- (e) ensuring compliance with HOA governance requirements and applicable privacy obligations; and
- (f) reviewing and correcting inaccurate, outdated, or disputed information maintained through the Portal.

The Company provides technology services and does not independently determine what information an HOA Client chooses to collect, publish, retain, distribute, or remove.

13.4 Administrator Access and Permissions

Administrators may be granted elevated access to certain Portal features, Resident Information, communications, documents, records, reports, voting-related information, dues-related information, or other data based upon permissions established by the HOA Client.

The HOA Client is responsible for determining which individuals receive administrative access and what permissions are assigned to those individuals.

Administrators are responsible for using their access rights appropriately and only for authorized HOA-related purposes.

The Company is not responsible for unauthorized disclosures, misuse of information, improper permissions, excessive access rights, administrative errors, or actions taken by Administrators acting within or outside their assigned authority.

The HOA Client remains responsible for managing and monitoring administrative access within its organization.

13.5 Data Security Measures

The Company implements commercially reasonable administrative, technical, and organizational measures designed to help protect information processed through the Portal from unauthorized access, disclosure, alteration, misuse, destruction, or loss.

Such measures may include authentication controls, access restrictions, encryption technologies, monitoring tools, security protocols, backup procedures, infrastructure protections, and other safeguards appropriate to the nature of the Services.

The Company may periodically update, modify, enhance, replace, or adjust security measures as technology, operational requirements, industry standards, and security risks evolve.

While the Company takes reasonable steps to support information security, no security measure, technology platform, communication system, network, database, cloud environment, or online service can be guaranteed to be completely secure.

13.6 Security Limitations and Risks

Users acknowledge that the use of internet-based services, cloud-based systems, electronic communications, software platforms, and third-party technologies involves inherent security risks.

Such risks may include unauthorized access, cybersecurity incidents, phishing attacks, credential theft, malware, ransomware, data breaches, service interruptions, technical failures, human error, third-party security incidents, and other events beyond the Company's reasonable control.

The Company does not guarantee that the Portal will be immune from security incidents, unauthorized access attempts, cyberattacks, system failures, or other security-related events.

Users, Administrators, and HOA Clients share responsibility for maintaining appropriate security practices, including safeguarding credentials, maintaining secure devices, using strong authentication practices, and promptly reporting suspected security concerns.

To the fullest extent permitted by applicable law, the Company shall not be responsible for security incidents, losses, damages, disclosures, or disruptions resulting from circumstances beyond its reasonable control, including incidents involving Third-Party Services, user negligence, compromised credentials, or actions of unauthorized third parties.

14. SUSPENSION, RESTRICTION, AND ENFORCEMENT RIGHTS

Summary

This Section explains the Company's rights to suspend, restrict, investigate, remove, or take other appropriate action regarding access to the HOA Portal where necessary to protect the Services, users, HOA Clients, data, security, legal compliance, or operational integrity.

14.1 Suspension of Accounts

The Company reserves the right to suspend, disable, or temporarily restrict any account, user access, feature, permission, or Portal functionality where the Company reasonably determines that such action is necessary to protect the Services, the HOA Client, users, data, security, legal compliance, or operational integrity.

Suspension may occur for reasons including, without limitation:

- (a) suspected violations of these Terms;
- (b) suspected unauthorized access or account misuse;
- (c) security concerns or cybersecurity incidents;
- (d) suspected fraud, deception, or unlawful activity;
- (e) misuse of Resident Information;
- (f) interference with the operation of the Portal;
- (g) requests from the applicable HOA Client; or
- (h) other circumstances that reasonably require protective action.

The Company may implement suspensions with or without prior notice where reasonably necessary to address security, operational, legal, or compliance concerns.

14.2 Restriction of Access

The Company may restrict access to specific features, content, documents, records, communications, voting tools, financial information, administrative functions, integrations, or other portions of the Portal where appropriate.

Access restrictions may be imposed based on user roles, authorization levels, HOA Client instructions, security requirements, operational needs, legal obligations, or technical limitations.

The Company may also restrict access where continued access could create risk to users, the HOA Client, Resident Information, Third-Party Services, system security, or the overall operation of the Portal.

Nothing in these Terms obligates the Company to provide uninterrupted or unrestricted access to all Portal functionality at all times.

14.3 Investigation of Violations

The Company reserves the right to investigate suspected violations of these Terms, security incidents, misuse of Portal features, unauthorized access attempts, complaints, reports of misconduct, or other activities that may affect the Services or users.

In connection with an investigation, the Company may review relevant account information, access records, activity logs, communications, submissions, security data, technical information, or other information reasonably necessary to evaluate the matter.

Users agree to cooperate with reasonable investigations relating to Portal security, misuse, unauthorized activity, or compliance with these Terms.

Nothing in this Section obligates the Company to investigate every complaint, dispute, report, or suspected violation.

14.4 Removal of Content or Information

The Company reserves the right, but not the obligation, to remove, disable, restrict, reject, archive, or limit access to content, communications, documents, records, submissions, files, Resident Information, or other materials where the Company reasonably believes such action is necessary.

Such action may be taken where content:

- (a) violates these Terms;
- (b) creates security concerns;
- (c) infringes the rights of others;
- (d) appears unlawful, fraudulent, misleading, harmful, or inappropriate;
- (e) interferes with the operation of the Portal;
- (f) is subject to a legal request or regulatory requirement; or
- (g) otherwise presents operational, legal, or security concerns.

The Company may also take such action at the request of the HOA Client where the HOA Client has authority over the applicable content or information.

14.5 Enforcement Actions

Where the Company determines that a violation of these Terms, security requirements, applicable law, or operational standards has occurred, the Company may take any action it reasonably considers appropriate to protect the Services and affected parties.

Such actions may include:

- (a) warnings or notices;
- (b) suspension or termination of accounts;
- (c) restriction of access rights;
- (d) removal of content or information;
- (e) disabling specific features or permissions;
- (f) reporting suspected unlawful activity to appropriate authorities;
- (g) cooperating with law enforcement, regulatory agencies, or legal processes; and
- (h) pursuing any other rights or remedies available under applicable law, contract, or equity.

The Company's failure to exercise any right or remedy in a particular instance shall not constitute a waiver of its right to exercise such right or remedy in the future.

Nothing in this Section limits the HOA Client's independent authority to manage users, enforce HOA rules, or take action regarding community-related matters within its own jurisdiction.

15. PORTAL AVAILABILITY AND TECHNICAL LIMITATIONS

Summary

This Section explains the availability of the HOA Portal, the Company's ability to perform maintenance and updates, the inherent limitations of technology-based services, and the impact that security incidents, technical issues, and third-party service disruptions may have on Portal functionality.

15.1 Availability of Services

The Company strives to make the HOA Portal reasonably available to HOA Clients, Administrators, Residents, and Authorized Users; however, the Company does not guarantee uninterrupted, continuous, error-free, or always-available access to the Portal or any specific feature.

Access to the Portal may be affected by scheduled maintenance, software updates, technical issues, internet connectivity problems, infrastructure failures, security events, capacity limitations, Third-Party Service interruptions, force majeure events, or other circumstances beyond the Company's reasonable control.

The Company reserves the right to temporarily suspend, limit, modify, or discontinue access to any portion of the Portal as reasonably necessary for operational, technical, security, business, or legal purposes.

Nothing in these Terms shall be interpreted as creating a service-level commitment, uptime guarantee, or availability warranty unless expressly provided in a separate written agreement.

15.2 Maintenance and Updates

The Company may perform routine, emergency, preventive, corrective, or planned maintenance activities relating to the Portal and related Services.

The Company may also implement updates, upgrades, enhancements, bug fixes, patches, security improvements, infrastructure changes, feature modifications, integrations, or other improvements designed to support the continued operation of the Portal. Such activities may temporarily affect Portal availability, functionality, performance, appearance, workflows, or user experience.

The Company may perform maintenance with or without prior notice depending on the nature of the maintenance, security requirements, operational needs, or urgency of the circumstances. Users acknowledge that ongoing maintenance and updates are a normal part of operating technology services.

15.3 Technical Limitations

The HOA Portal is a technology platform that operates through software systems, internet-based services, cloud infrastructure, databases, devices, browsers, networks, integrations, and Third-Party Services, all of which may be subject to limitations, delays, interruptions, errors, incompatibilities, or performance issues.

The Company does not warrant that the Portal will always function without defects, delays, interruptions, data inconsistencies, processing errors, compatibility issues, or technical limitations.

Portal functionality may vary based on user devices, internet connections, operating systems, browser configurations, network conditions, system settings, third-party integrations, and other factors beyond the Company's direct control. Users acknowledge that technology services may

occasionally experience limitations that affect functionality, performance, accessibility, or user experience.

15.4 Security Risks and Cybersecurity Events

Although the Company implements commercially reasonable security measures, no technology platform, software application, cloud environment, communication network, authentication system, database, or online service can be guaranteed to be completely secure.

The Portal may be exposed to cybersecurity risks including unauthorized access attempts, malware, ransomware, phishing attacks, denial-of-service attacks, credential compromise, software vulnerabilities, data breaches, insider threats, infrastructure failures, or other security-related events.

The Company may take reasonable actions to investigate, mitigate, contain, respond to, or recover from security incidents; however, the Company does not guarantee that security incidents will never occur.

Users, Administrators, and HOA Clients share responsibility for maintaining appropriate security practices, including protecting credentials, securing devices, monitoring account activity, and reporting suspected security concerns.

15.5 Third-Party Service Interruptions

The Portal may depend upon Third-Party Services for hosting, authentication, cloud infrastructure, communications, payment functionality, security, analytics, automation, artificial intelligence features, data storage, and other operational requirements.

Interruptions, outages, delays, policy changes, service modifications, security incidents, technical failures, or discontinuation affecting Third-Party Services may impact the availability or functionality of the Portal.

The Company does not control the operation, performance, availability, maintenance schedules, or business decisions of Third-Party Service providers.

Accordingly, the Company shall not be responsible for losses, delays, disruptions, unavailability, reduced functionality, or other impacts arising from the actions, omissions, failures, interruptions, or changes of Third-Party Service providers.

Users acknowledge that continued access to certain Portal features may depend upon the ongoing availability and operation of Third-Party Services beyond the Company's reasonable control.

16. DISCLAIMER OF WARRANTIES

Summary

This Section explains that the HOA Portal and related Services are provided without warranties of any kind. It clarifies that the Company does not guarantee the accuracy, reliability, availability, performance, or suitability of the Portal, HOA information, Third-Party Services, AI-enabled features, or other technology-based functionality.

16.1 Services Provided "As Is" and "As Available"

The HOA Portal, Services, software, features, functionality, content, communications, integrations, AI-enabled tools, automation features, and all related technology are provided on an "as is," "as available," and "with all faults" basis.

To the fullest extent permitted by applicable law, the Company disclaims all representations, warranties, guarantees, and conditions of any kind, whether express, implied, statutory, or otherwise.

The Company does not warrant that the Services will satisfy the requirements, expectations, objectives, operational needs, governance requirements, business goals, or preferences of any HOA Client or user.

Use of the Portal and Services is at the user's and HOA Client's own discretion and risk.

16.2 No Warranty of Accuracy

The Company does not warrant or guarantee the accuracy, completeness, reliability, timeliness, legality, validity, suitability, or usefulness of information, communications, records, reports, documents, notices, financial information, voting-related information, user submissions, or other content made available through the Portal.

Information displayed through the Portal may originate from HOA Clients, Administrators, Residents, Authorized Users, Third-Party Services, automated systems, or other external sources.

The Company is not responsible for verifying all information processed, displayed, stored, or transmitted through the Portal and makes no warranty regarding the correctness of such information.

Users are responsible for independently reviewing and verifying information before relying upon it.

16.3 No Warranty of Availability

The Company does not warrant that the Portal or Services will be continuously available, uninterrupted, secure, error-free, free from delays, free from defects, or free from technical issues.

The Company makes no warranty regarding uptime, accessibility, performance levels, response times, compatibility, service continuity, or uninterrupted access to any feature or functionality.

Temporary interruptions may occur due to maintenance, updates, technical issues, security events, infrastructure failures, Third-Party Service interruptions, internet-related issues, or circumstances beyond the Company's reasonable control.

The Company does not guarantee that any interruption, defect, error, or technical issue will be corrected within a specific period of time.

16.4 No Warranty Regarding HOA Information or Records

The Company does not warrant or guarantee the accuracy, completeness, validity, enforceability, legal sufficiency, official status, or reliability of HOA Content, HOA records, resident information, voting records, notices, community communications, financial records, account balances, assessment information, governing documents, or other information maintained through the Portal.

The HOA Client remains solely responsible for maintaining, reviewing, validating, updating, and administering its records and information.

The existence of information within the Portal does not constitute verification, certification, approval, endorsement, or validation by the Company.

Users should direct questions regarding HOA records, financial information, voting matters, community notices, resident status, or governance issues to the HOA Client.

16.5 No Warranty Regarding Third-Party Services

The Company does not warrant or guarantee the availability, performance, security, reliability, accuracy, functionality, compatibility, policies, services, or operations of any Third-Party Service integrated with, connected to, or utilized by the Portal.

Third-Party Services are operated independently and may be modified, interrupted, suspended, discontinued, restricted, or changed without notice to the Company.

The Company disclaims all warranties relating to Third-Party Services and shall not be responsible for issues arising from the actions, omissions, failures, policies, or decisions of third-party providers.

Use of Third-Party Services remains subject to the applicable provider's terms, policies, and operational practices.

16.6 No Warranty Regarding AI or Automation Features

The Company does not warrant or guarantee that AI-enabled tools, automation features, digital assistance tools, automated workflows, recommendations, summaries, notifications, reports, chatbot functionality, or other automated outputs will be accurate, complete, reliable, legally sufficient, compliant, error-free, or suitable for any particular purpose.

AI and automation technologies may generate inaccurate, incomplete, inconsistent, misleading, outdated, or unexpected outputs.

The Company makes no warranty regarding the performance, effectiveness, usefulness, or outcomes of AI-related functionality.

Users remain responsible for reviewing, verifying, and evaluating AI-generated information before relying upon it for decisions, communications, governance matters, financial matters, compliance activities, voting activities, or other actions.

The Company expressly disclaims any warranty that AI or automation features will produce specific results, achieve particular objectives, or operate without error.

17. LIMITATION OF LIABILITY

Summary

This Section limits the Company's liability arising from the HOA Portal and related Services. It clarifies that the Company acts solely as a technology service provider and is not responsible for HOA governance, resident conduct, financial administration, voting activities, third-party services, or other matters outside the Company's direct control.

17.1 Technology Provider Limitation

The Company provides technology services, software functionality, hosting support, automation tools, communication features, integrations, and related digital services designed to support HOA operations.

The Company's role is limited to providing and supporting the Portal and related technology services.

To the fullest extent permitted by applicable law, the Company shall not be liable for losses, damages, claims, liabilities, costs, expenses, disputes, or other consequences arising from matters outside the Company's direct control or responsibilities.

Users acknowledge that the Company does not operate the HOA, manage community affairs, administer elections, control HOA finances, enforce HOA rules, or make decisions on behalf of an HOA Client.

17.2 No Liability for HOA Decisions and Governance Matters

The Company shall not be responsible or liable for any HOA decision, governance action, board determination, committee action, policy implementation, rule enforcement, resident approval or denial, disciplinary action, dispute resolution, governance procedure, community policy, or other HOA-related activity.

The HOA Client remains solely responsible for its governance activities, decisions, procedures, records, policies, communications, and operational actions.

The Company does not approve, supervise, monitor, endorse, or control HOA governance decisions and shall not be liable for claims arising from such matters.

17.3 No Liability for Resident, User, or Administrator Conduct

The Company shall not be liable for the acts, omissions, misconduct, negligence, communications, submissions, decisions, statements, actions, or activities of Residents, Authorized Users, Administrators, board members, property managers, HOA representatives, or other third parties using the Portal.

The Company is not responsible for disputes between residents, disputes involving HOA representatives, unauthorized account activity, misuse of Resident Information, inappropriate communications, user-generated content, or violations of HOA policies by users.

Users remain solely responsible for their conduct and activities within the Portal.

17.4 No Liability for Dues, Payments, Financial Records, or Collections

The Company shall not be liable for disputes, losses, claims, damages, or liabilities relating to:

- (a) dues, assessments, or account balances;
- (b) payment status information;
- (c) invoices, billing records, or statements;
- (d) accounting records or financial reports;
- (e) late fees, penalties, or interest charges;
- (f) collections activities or enforcement actions;

(g) payment processing issues involving Third-Party Services; or

(h) financial decisions made by an HOA Client.

The HOA Client remains solely responsible for all financial administration, recordkeeping, collections, accounting practices, and financial determinations.

17.5 No Liability for Voting, Elections, or Community Decisions

The Company shall not be liable for voting outcomes, election results, ballot disputes, voter eligibility determinations, quorum calculations, participation disputes, governance actions, community decisions, board elections, committee elections, surveys, referendums, or other voting-related matters.

The Company provides technology tools only and does not administer, supervise, certify, validate, or control election processes conducted by HOA Clients.

All responsibility for voting activities and election administration remains with the HOA Client.

17.6 No Liability for Third-Party Services

The Company shall not be liable for the acts, omissions, failures, interruptions, delays, errors, security incidents, policy changes, service modifications, pricing changes, data handling practices, or business decisions of Third-Party Services.

This limitation applies to hosting providers, cloud-service providers, authentication providers, payment processors, AI providers, communication platforms, analytics providers, infrastructure providers, and other third-party vendors utilized in connection with the Portal.

Users acknowledge that Third-Party Services operate independently of the Company and may affect the availability or functionality of the Portal.

17.7 Excluded Damages

To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages.

This limitation applies regardless of the legal theory asserted and includes, without limitation, damages relating to lost profits, lost revenue, lost business opportunities, loss of goodwill, loss of anticipated savings, loss of data, business interruption, service interruption, reputational harm, or other intangible losses.

These exclusions apply even if the Company has been advised of the possibility of such damages.

17.8 Maximum Liability Limitation

To the fullest extent permitted by applicable law, the aggregate liability of the Company arising out of or relating to the Portal, Services, these Terms, or any related claim shall not exceed the greater of:

(a) the amount paid by the applicable HOA Client to the Company for the Services during the three (3) months immediately preceding the event giving rise to the claim; or

(b) One Hundred U.S. Dollars (US \$100.00).

The limitations contained in this Section apply collectively to the Company, its owners, members, managers, officers, employees, contractors, consultants, affiliates, representatives, agents, licensors, service providers, successors, and permitted assigns.

Certain jurisdictions may not permit the exclusion or limitation of certain liabilities. In such cases, the limitations contained in this Section shall apply to the fullest extent permitted by applicable law.

18. INDEMNIFICATION

Summary

This Section requires users and HOA Clients to assume responsibility for certain claims, losses, liabilities, damages, and expenses arising from their use of the HOA Portal, their conduct, their content, their data, or their failure to comply with these Terms. It also establishes procedures relating to defense, cooperation, and the continuing effect of indemnification obligations.

18.1 User Indemnification Obligations

To the fullest extent permitted by applicable law, each User agrees to defend, indemnify, and hold harmless the Company and its owners, members, managers, officers, employees, contractors, consultants, affiliates, representatives, agents, licensors, service providers, successors, and permitted assigns from and against any claims, demands, actions, proceedings, investigations, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) the User's access to or use of the Portal;
- (b) the User's violation of these Terms;
- (c) the User's violation of applicable laws, regulations, HOA policies, or third-party rights;
- (d) information, content, communications, documents, files, or materials submitted by the User;
- (e) misuse of Resident Information or HOA Content;
- (f) unauthorized access, account misuse, or credential-sharing by the User; or
- (g) any negligent, wrongful, unlawful, or improper conduct by the User.

The User's indemnification obligations apply regardless of whether the claim is brought by another User, an HOA Client, a resident, a homeowner, a tenant, a governmental authority, or another third party.

18.2 HOA Client Indemnification Obligations

To the fullest extent permitted by applicable law, each HOA Client agrees to defend, indemnify, and hold harmless the Company and its owners, members, managers, officers, employees, contractors, consultants, affiliates, representatives, agents, licensors, service providers, successors, and permitted assigns from and against any claims, demands, actions, proceedings, investigations, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) HOA governance decisions, policies, procedures, or actions;
- (b) elections, voting activities, ballots, voting eligibility determinations, or election disputes;
- (c) dues, assessments, collections, account balances, financial records, or financial administration activities;

- (d) HOA records, HOA Content, notices, communications, governing documents, bylaws, covenants, policies, or community rules;
- (e) Resident Information supplied, maintained, approved, or published by the HOA Client;
- (f) disputes involving residents, homeowners, tenants, board members, committee members, property managers, or HOA representatives;
- (g) allegations that the HOA Client lacked authority to collect, use, disclose, process, publish, or maintain information through the Portal;
- (h) violations of applicable laws, regulations, privacy obligations, governance requirements, or HOA governing documents; or
- (i) the HOA Client's use of the Portal or Services.

The HOA Client acknowledges that the Company serves solely as a technology service provider and that HOA governance, administration, financial management, elections, and community operations remain the responsibility of the HOA Client.

18.3 Covered Claims

The indemnification obligations contained in this Section apply to all claims, disputes, demands, investigations, proceedings, lawsuits, regulatory actions, governmental inquiries, arbitrations, administrative proceedings, and other matters arising from or relating to the circumstances described above.

Covered claims may include, without limitation:

- (a) privacy-related claims;
- (b) data-related disputes;
- (c) resident disputes;
- (d) governance disputes;
- (e) election-related claims;
- (f) financial and collection-related claims;
- (g) intellectual property claims arising from user-submitted content;
- (h) regulatory investigations; and
- (i) claims involving alleged misconduct, negligence, misrepresentation, or unauthorized activities by Users or HOA Clients.

Nothing in this Section shall require a party to indemnify another party for claims arising solely from the gross negligence, willful misconduct, or unlawful conduct of the indemnified party where such limitation is required by applicable law.

18.4 Defense and Cooperation

The Company reserves the right, at its option and expense, to participate in the defense of any matter subject to indemnification under these Terms.

The indemnifying party shall cooperate fully with the Company in the defense, investigation, settlement, negotiation, or resolution of any covered claim.

The indemnifying party shall not settle any claim in a manner that imposes liability, obligations, admissions, restrictions, or adverse consequences upon the Company without the Company's prior written consent, which shall not be unreasonably withheld.

The Company may take reasonable steps to protect its interests in connection with any covered claim.

18.5 Survival of Obligations

The indemnification obligations contained in this Section shall survive:

- (a) suspension of access to the Portal;
- (b) termination of user accounts;
- (c) termination of Services;
- (d) expiration of any subscription or service relationship;
- (e) termination of these Terms; and
- (f) discontinuation of the Portal.

The rights and obligations contained in this Section shall remain enforceable to the fullest extent permitted by applicable law with respect to events, claims, conduct, or circumstances occurring before or after termination where such claims relate to activities governed by these Terms.

19. CHANGES TO THE PORTAL OR SERVICES

Summary

This Section explains the Company's right to modify, update, enhance, suspend, replace, or discontinue features, functionality, integrations, and Services associated with the HOA Portal. It also clarifies that technology platforms evolve over time and that certain changes may be necessary for operational, security, legal, business, or technical reasons.

19.1 Changes to Features and Functionality

The Company reserves the right to modify, update, enhance, improve, replace, limit, suspend, remove, or discontinue any feature, functionality, tool, workflow, interface, capability, content display, communication feature, reporting feature, voting-related feature, dues-related feature, automation capability, AI-enabled functionality, or other component of the Portal at any time.

Such changes may be implemented for operational, technical, security, legal, compliance, business, usability, performance, maintenance, scalability, or customer-support purposes.

The Company may also introduce new features, capabilities, modules, enhancements, or services from time to time.

Users acknowledge that technology services regularly evolve and that modifications may affect the appearance, operation, functionality, availability, workflows, or user experience of the Portal.

The Company is under no obligation to maintain any specific feature, functionality, interface, configuration, workflow, or capability indefinitely.

19.2 Changes to Integrations and Third-Party Services

The Portal may rely upon Third-Party Services for hosting, authentication, communications, payment functionality, cloud infrastructure, analytics, automation, artificial intelligence features, security services, storage, and other operational requirements.

The Company reserves the right to add, remove, replace, modify, suspend, discontinue, or reconfigure integrations with Third-Party Services at any time.

Changes to Third-Party Services may occur due to provider decisions, service interruptions, security concerns, pricing changes, contractual requirements, technical limitations, operational considerations, regulatory requirements, or other circumstances beyond the Company's control.

The Company shall not be responsible for losses, disruptions, reduced functionality, delays, incompatibilities, or operational impacts resulting from modifications, interruptions, or discontinuation of Third-Party Services.

Users acknowledge that certain Portal features may depend upon Third-Party Services that are independently owned, operated, and controlled by external providers.

19.3 Service Modifications and Discontinuation

The Company reserves the right to modify, suspend, restrict, discontinue, or terminate all or any portion of the Services, temporarily or permanently, at any time and for any lawful reason.

Without limitation, such actions may occur due to business decisions, technical requirements, security concerns, legal obligations, operational considerations, product changes, infrastructure changes, service redesigns, commercial considerations, force majeure events, or the discontinuation of supporting technologies.

Where reasonably practicable, the Company may provide advance notice of material service discontinuations; however, the Company shall have no obligation to provide prior notice where immediate action is necessary or appropriate.

The Company shall not be liable for losses, damages, claims, liabilities, costs, expenses, disruptions, or inconveniences arising from the modification, suspension, restriction, replacement, or discontinuation of any feature, integration, functionality, or Service.

Nothing in this Section shall be interpreted as creating an obligation for the Company to continue offering any particular Service, feature, integration, or functionality for any specific period of time unless expressly stated in a separate written agreement.

20. CHANGES TO THESE TERMS

Summary

This Section explains the Company's right to update, revise, modify, or replace these Terms from time to time and describes when changes become effective and how continued use of the Portal constitutes acceptance of updated Terms.

20.1 Right to Modify Terms

The Company reserves the right to modify, amend, update, revise, supplement, replace, or otherwise change these Terms at any time and in its sole discretion.

Changes may be made for various reasons, including:

- (a) changes in the Company's Services, features, or business operations;
- (b) updates to applicable laws, regulations, or legal requirements;
- (c) security, privacy, or compliance considerations;
- (d) changes to Third-Party Services or technology providers;
- (e) operational, technical, or administrative improvements; or
- (f) clarification of existing rights, obligations, policies, or procedures.

Nothing in these Terms shall be interpreted as limiting the Company's ability to update or revise these Terms as necessary to support the operation of the Portal and related Services.

20.2 Effective Date of Changes

Unless otherwise stated, modifications to these Terms shall become effective upon posting the updated version within the Portal, on an associated website, or through another reasonable method of communication selected by the Company.

The Company may, but is not obligated to, provide notice of material changes through email, Portal notifications, announcements, account notices, or other communication methods.

The "Effective Date" displayed at the beginning of these Terms shall reflect the date on which the most recent version became effective.

Users are responsible for periodically reviewing these Terms to remain informed of any updates or modifications.

20.3 Continued Use Following Changes

By continuing to access or use the Portal following the effective date of updated Terms, a user acknowledges and agrees to the revised Terms.

If a user does not agree with any modification to these Terms, the user's sole remedy is to discontinue use of the Portal and any related Services.

Continued access to, use of, or interaction with the Portal after updated Terms become effective constitutes acceptance of the modified Terms to the fullest extent permitted by applicable law.

Nothing in this Section limits any rights or obligations that accrued prior to the effective date of revised Terms.

21. GOVERNING LAW AND DISPUTE RESOLUTION

Summary

This Section identifies the governing law applicable to these Terms, establishes the location for resolving legal disputes, and encourages the informal resolution of disputes before formal legal proceedings are initiated.

21.1 Governing Law

These Terms, the Services, the HOA Portal, and any dispute, claim, controversy, or cause of action arising out of or relating to the Portal, the Services, or these Terms shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of law principles.

The application of any jurisdiction's laws other than those of the State of Oklahoma is expressly excluded to the fullest extent permitted by applicable law.

The parties acknowledge that the Company is headquartered and operates from Oklahoma and that Oklahoma law bears a reasonable relationship to the Services and the subject matter of these Terms.

21.2 Jurisdiction and Venue

To the fullest extent permitted by applicable law, any legal action, suit, proceeding, or dispute arising out of or relating to these Terms, the Portal, or the Services shall be brought exclusively in the state or federal courts located in Oklahoma. Each user irrevocably submits to the personal jurisdiction of such courts and waives any objection based upon improper venue, inconvenient forum, lack of personal jurisdiction, or similar grounds.

Nothing in this Section shall prevent the Company from seeking injunctive relief, equitable relief, or other protective remedies in any court of competent jurisdiction where necessary to protect its intellectual property, confidential information, security interests, data, systems, or other legal rights.

21.3 Informal Resolution Process

The Company encourages users and HOA Clients to attempt to resolve disputes informally before initiating formal legal proceedings.

Before filing a lawsuit or commencing a formal legal action relating to the Portal, the Services, or these Terms, the party raising the dispute should provide written notice describing the nature of the dispute and the relief requested.

The parties shall make reasonable, good-faith efforts to discuss and resolve the matter through informal communications for a period of at least thirty (30) days following receipt of the notice.

Nothing in this Section shall prevent either party from seeking temporary restraining orders, preliminary injunctions, emergency equitable relief, or other urgent remedies where immediate action is reasonably necessary to prevent irreparable harm, protect legal rights, preserve evidence, maintain security, or comply with applicable law.

If the parties are unable to resolve the dispute through informal discussions, either party may pursue any legal remedy available under applicable law, subject to the governing law and venue provisions contained in this Section.

22. RELATIONSHIP TO OTHER AGREEMENTS

Summary

This Section explains how these Terms interact with other documents, policies, agreements, and legal materials that may govern the use of the HOA Portal and related Services. It also establishes the order of precedence in the event of a conflict between applicable documents.

22.1 HOA Portal Privacy Policy

Use of the Portal is subject to the HOA Portal Privacy Policy, which describes how information may be collected, used, processed, stored, shared, retained, and protected in connection with the Services.

The HOA Portal Privacy Policy is incorporated into these Terms by reference and forms part of the overall legal framework governing the Portal.

Users acknowledge that the collection, processing, and handling of Resident Information and other data through the Portal are subject to the provisions of the HOA Portal Privacy Policy.

To the extent a privacy-related issue is specifically addressed in the HOA Portal Privacy Policy, the applicable provisions of the HOA Portal Privacy Policy shall govern that issue.

22.2 HOA Portal Cookie Policy

The Company may utilize cookies, authentication technologies, analytics tools, session-management technologies, and similar technologies in connection with the operation of the Portal.

The Company's use of such technologies is further described in the HOA Portal Cookie Policy, which is incorporated into these Terms by reference.

Users acknowledge that certain Portal functionality may depend upon cookies, authentication technologies, browser settings, security tools, or similar technologies described in the HOA Portal Cookie Policy.

To the extent a matter specifically relates to cookies, tracking technologies, authentication technologies, or similar technologies, the applicable provisions of the HOA Portal Cookie Policy shall govern.

22.3 HOA Portal Service Agreement

The Company and an HOA Client may enter into a separate HOA Portal Service Agreement, Subscription Agreement, Statement of Work, Implementation Agreement, Order Form, Proposal, or other written agreement governing the provision of Services.

Such agreements may address matters including service scope, implementation services, subscription plans, fees, payment obligations, support services, onboarding, configuration, data management, service levels, termination rights, and other commercial terms.

Where an HOA Portal Service Agreement exists between the Company and an HOA Client, that agreement shall govern the contractual relationship between the Company and the HOA Client with respect to the matters specifically addressed therein.

These Terms continue to govern the use of the Portal by Residents, Authorized Users, Administrators, and other individuals accessing the Portal unless otherwise expressly stated in a written agreement.

22.4 Order of Precedence

In the event of an inconsistency, conflict, or discrepancy between documents governing the Portal and Services, the following order of precedence shall apply unless otherwise expressly stated in a written agreement:

- (a) a signed HOA Portal Service Agreement, Subscription Agreement, Statement of Work, or other executed written agreement between the Company and the HOA Client;
- (b) these HOA Portal Master Terms of Service;
- (c) the HOA Portal Privacy Policy;
- (d) the HOA Portal Cookie Policy; and
- (e) any guidelines, notices, disclosures, procedures, support materials, operational documentation, or informational materials published by the Company.

For privacy-specific matters, the HOA Portal Privacy Policy shall control to the extent necessary to address the applicable privacy issue.

Nothing in this Section shall be interpreted as modifying, superseding, replacing, or controlling an HOA's governing documents, bylaws, covenants, restrictions, community rules, board resolutions, election procedures, or other internal HOA governance documents, except to the extent expressly provided in a separate written agreement executed by the Company.

23. CONTACT INFORMATION

Summary

This Section explains how users, HOA Clients, Administrators, Residents, and other authorized individuals may contact the Company regarding general inquiries, legal matters, compliance-related issues, notices, and other communications relating to the HOA Portal and Services.

23.1 General Contact Information

Questions, comments, requests, support inquiries, feedback, or general communications relating to the HOA Portal or Services may be directed to the Company using the contact information provided on the Portal, the Company's website, or through other authorized communication channels designated by the Company.

The Company may update its contact information from time to time without prior notice.

Users are responsible for ensuring that they utilize current contact information made available by the Company when submitting inquiries or requests.

The Company will make reasonable efforts to review communications received through authorized channels but does not guarantee response times, issue resolution timeframes, or responses to every inquiry.

23.2 Legal and Compliance Inquiries

Legal notices, compliance-related inquiries, privacy-related requests, intellectual property concerns, regulatory communications, dispute notices, subpoenas, governmental requests, or other formal legal communications should be directed to the Company using the designated legal or compliance contact information identified by the Company.

The Company reserves the right to request additional information, verification, documentation, or clarification before responding to legal, compliance, privacy, security, or regulatory matters.

Submission of a legal or compliance-related inquiry does not obligate the Company to take any particular action, waive any rights, admit liability, or provide legal advice.

The Company may respond to legal and compliance matters in a manner consistent with applicable law, contractual obligations, privacy requirements, security considerations, and legitimate business interests.

23.3 Notice Procedures

Unless otherwise required by applicable law or a separate written agreement, notices provided under these Terms may be delivered by email, Portal notification, website posting, administrative dashboard notification, recognized courier service, postal mail, or other reasonable communication methods selected by the Company.

Users and HOA Clients are responsible for maintaining accurate and current contact information and for regularly monitoring communications associated with their accounts.

Notices from users or HOA Clients to the Company shall be deemed effective only when actually received by the Company through an authorized communication channel.

Notices from the Company shall be deemed given when transmitted, posted, delivered, or otherwise made available through the applicable communication method, unless otherwise required by applicable law.

Nothing in this Section limits the Company's ability to utilize alternative communication methods where reasonably necessary to protect the Services, comply with legal obligations, address security matters, respond to emergencies, or communicate important operational information.