

# Terms of Use

**Annually Reviewed; Last updated December 2024**

## AGREEMENT TO TERMS

SnapHOA, powered by Action Property Management, Inc., (collectively “SnapHOA,” “we” or “us”) are pleased to provide you access to certain websites, mobile applications, content, products and services and/or Products in various media formats, channels, and digital offerings related to SnapHOA or its various sites (“Products”).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING AND USING SNAPHOA PRODUCTS. THESE TERMS GOVERN YOUR USE AND ACCESS TO THE PRODUCTS. BY USING THE SNAPHOA PRODUCTS, YOU ARE ENTERING INTO AN AGREEMENT WITH SNAPHOA AND AGREEING SPECIFICALLY TO BE BOUND BY THESE TERMS AND/OR ANY SUPPLEMENTS.

These Terms of Use (“Agreement”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”, “your”, or “user”) and SnapHOA concerning your access to and use of the [www.SnapHOA.com](http://www.SnapHOA.com) website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”) and any of the Products. You agree that by accessing and/or using the Site and/or Products, you have read, understood, and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE YOUR USE IMMEDIATELY. ANY DISPUTE BETWEEN YOU AND US ARE SUBJECT TO A CLASS ACTION WAIVER AND SHALL BE RESOLVED BY INDIVIDUAL BINDING ARBITRATION. PLEASE READ THE ARBITRATION PROVISION AS IT MATERIALLY AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

The Terms of Use are a binding contract between us and you. You represent to us that you have read, understood and agreed to be bound by these Terms and this Agreement.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Site and the Products are our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited, fully revocable license to access and use the Site and Products. We reserve all rights not expressly granted to you in and to the Site, Products, the Content and the Marks. SnapHOA gives you a license only and this is not an agreement, in any form, for the sale or assignment of any SnapHOA Site, Product, and/or Content.

SnapHOA's Restrictions on Your Use of Our Site, Content, Products and Marks. You agree that you will not, nor allow others, to do any of the following, absent written request to SnapHOA and express written consent of SnapHOA, which may be refused, in SnapHOA's sole discretion:

## **USER REPRESENTATIONS**

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

Where you are agreeing to this Agreement on behalf of a company or organization, you represent and warrant that: (1) you have the authority to legally bind such company or organization to this Agreement; and (2) it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation, and has full corporate or other power and authority to enter into this Agreement and such Agreement is enforceable against it.

## **USER REGISTRATION**

In order to access portions of the Site or Products you may be required to register and/or log-in. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. You agree to notify SnapHOA immediately of any unauthorized use of your account or any other breach of security. SnapHOA will not be liable for any losses you incur as a result of someone else using your password or account, either with or without your knowledge. SnapHOA reserves the right to reject or remove any user accounts at any time at its discretion.

## **AUTHORIZED USERS**

The Site may allow you to add additional users to your account or otherwise communicate with third parties through the Site (each an "Authorized User"). You agree that you are solely responsible for all actions of your Authorized Users and you will indemnify us for any harm that occurs to us by one of your Authorized Users. Further, you shall ensure that each Authorized User shall comply with all obligations set forth within this Agreement.

## **SITE AND SERVICES AND PRODUCTS**

The Site and any associated services and/or Products, may provide digital tools that assist you with property management. You may use the Site and any associated services and/or Products, solely as permitted and provided for by SnapHOA and in compliance with all applicable laws. Please be aware that the Site and any associated services and/or Products, are offered on an "as is" basis and SnapHOA makes no representations or warranties regarding the Site and any associated services and/or Products. SnapHOA reserves the right to modify, change, and/or discontinue any and all portions of the Site or any associated service, content and/or Products at any time. Please be aware that any communications generated during the use of the Site are for general informational purposes and are considered Contributions (defined below). You are solely responsible for all such communications generated and any interactions with any other users via the Site.

## **INFORMATION GENERATED**

SnapHOA is not responsible for any information generated via the Site or any associated services and/or Products. You agree that any information generated is dependent on the information contained in any Contributions submitted by you, and you are solely responsible for that information. YOU AGREE TO HOLD SNAPHOA FREE FROM RESPONSIBILITY FOR ANY

LIABILITY OR DAMAGE THAT MIGHT ARISE OUT OF YOUR USE OF THE SITE OR ANY ASSOCIATED SERVICES, CONTENT AND/OR PRODUCTS. SNAPHOA WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE THEREOF. SnapHOA does not warrant any results, guarantee, endorse, or recommend any information generated and your use of such information generated is at its own risk.

## **INTEGRATIONS**

SnapHOA may offer integrations with third party websites, applications, APIs or software (collectively "Third Party Software"). Please be aware that SnapHOA is not affiliated with any companies that own the Third Party Software and the availability of such integration is not an endorsement or recommendation to use any Third Party Software. The Third Party Software is controlled by companies that are not under the control of SnapHOA and SnapHOA shall have no ability to control the availability of or your access with any Third Party Software. You agree to release us from any liability related to your use of any Third Party Software and indemnify us for your use of any Third Party Software. Where you import or export any personal information from any Third Party Software you represent that you have all permissions necessary to do so and such import or export of personal information complies with all relevant data privacy laws and regulations.

## **FEES AND PAYMENT**

You may be required to purchase or pay a fee to access some of our services and/or Products. A description of fees can be found at [www.SnapHOA.com](http://www.SnapHOA.com). You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. You may pay for any services and/or Products in a method accepted by us. We may bill you through an online billing account for purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars. Where you have failed to timely pay or where payments are overdue, SnapHOA may suspend or terminate your access to the Site or any associated services and/or Products, without liability to us.

You agree to pay all charges, fees, and processing fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. Some of the services and/or Products may be purchased on a recurring subscription basis. IF YOUR ACCOUNT HAS BEEN SET UP FOR AUTOMATIC BILLING, SNAPHOA MAY CHARGE YOU AUTOMATICALLY AND ON A RECURRING BASIS, UNLESS YOU NOTIFY US THAT YOU WANT TO CANCEL YOUR AUTOMATIC PAYMENT VIA YOUR ACCOUNT DASHBOARD. ADDITIONALLY, YOU AUTHORIZE US TO BILL YOU ON A RECURRING BASIS AND AGREE THAT YOUR SELECTED SUBSCRIPTION SHALL AUTOMATICALLY RENEW FOR ADDITIONAL PERIODS (OF THE SAME LENGTH AS YOUR INITIAL SUBSCRIPTION) UNTIL WE ARE NOTIFIED OTHERWISE. YOU AGREE THAT NO ADDITIONAL CONSENT IS REQUIRED BY YOU TO CHARGE YOUR PREFERRED PAYMENT METHOD AUTOMATICALLY AND ON AN AUTOMATICALLY RENEWABLE BASIS FOR THE SUBSCRIPTION.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site. Where we use a third party payment processor to collect payments, you must agree to all terms provided by such third party payment processor.

## **DATA STORAGE**

We may make available data storage through the Site at our discretion. Where required you agree to pay for any additional data storage as needed through the Site. We have no obligation to offer any data storage to you and may discontinue or limit such service offering at our discretion. Although we shall attempt to create backups of any your data stored, we are not obligated to do so, and you release use from all liability associated with any of your data stored on the Site.

## **CANCELLATION**

All purchases are non-refundable. You can cancel your subscription at any time by logging into your account and cancelling. Your cancellation will take effect at the end of your then current subscription period. If you are unsatisfied with our services and/or Products, please email us at [privacy@snaphoa.com](mailto:privacy@snaphoa.com).

## **EQUIPMENT**

You shall be responsible for obtaining, configuring, and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use the Site or associated services and/or Products, including but not limited to computers, phones, tablets, hardware, software, applications and the like (collectively “User Equipment”). SnapHOA shall not be required to provide any User Equipment. SnapHOA shall have no liability to you for your failure to obtain, configure, or maintain any User Equipment required for you to access the Site.

## **PROHIBITED ACTIVITIES**

You may not access or use the Site and/or Products for any purpose other than that for which we make the Site and Products available. The Site and Products may only be used for limited internal commercial purposes and may not be used in connection with any other commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site and Products, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

2. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Use a buying agent or purchasing agent to make purchases on the Site.
4. Use the Site to advertise or offer to sell goods and services and/or Products.
5. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. Engage in unauthorized framing of or linking to the Site.
7. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
8. Sell or otherwise transfer your profile.
9. Make improper use of our support services and/or Products or submit false reports of abuse or misconduct.
10. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
11. Interfere with, disrupt, or create an undue burden on the Site or the networks or services and/or Products connected to the Site.
12. Attempt to impersonate another user or person or use the username of another user.
13. Allow other users to use your username.
14. Use multiple usernames.
15. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
16. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
17. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
18. Delete the copyright or other proprietary rights notice from any Content.
19. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
21. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation: clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms").
22. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

23. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
24. Use the Site in a manner inconsistent with any applicable laws or regulations.
25. If you are discovered to be undertaking any of the aforementioned actions your privileges to use the Site may at our discretion be terminated or suspended. Additionally, if we believe that your actions may harm us or a third party we may suspend or terminate your use of the Site and we may pursue any legal remedy available to us under applicable law.

## **USER GENERATED CONTRIBUTIONS**

The Site may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions. You thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not violate any applicable law, regulation, or rule including but not limited to the Telephone Consumer Protection Act of 1991 ("TCPA"); or the The Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (Can-Spam).
8. Your Contributions do not violate the privacy or publicity rights of any third party.
9. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.

10. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any Contribution found to be in violation of this Agreement or that we determine to be harmful to the Site may be modified, edited, or removed at our discretion.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

## **CONTRIBUTION LICENSE**

By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions. Specifically, SnapHOA shall not be liable for any errors related to any Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions. Please be aware that we are not required to host, display, migrate, or distribute any of your Contribution and we may refuse to accept or transmit any Contribution.

## **MOBILE APPLICATION LICENSE**



## **Use License**

If you access the Site and/or Products via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. Your mobile network or roaming provider messaging, data, cellular and other rates and fees will apply. Downloading, installing or using the Site, Services and/or Products and/or Products may be restricted in whole or part by your Network provider and not all Products, Sites and Services and/or Products may work with your network provider or device.

## **Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential

and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **ADVERTISERS; NO RECOMMENDATIONS**

We may allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. SnapHOA does not endorse or recommend any person, company, and content, Contributions, other information found or other resources associated with any user of the Site. You agree that SnapHOA shall not be, and is not responsible or liable for any damage or loss, directly or indirectly, caused or alleged to be caused by or in connection with the use of or reliance on any such information. Advertisers are solely responsible for any content displayed.

## **SITE MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or this Agreement including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **PRIVACY POLICY**

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Terms of Use.

The Privacy Policy can be found at: \_\_\_\_\_.  
[including hyperlink here]

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR

NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING AT OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to update, modify, enhance or discontinue all or part of the Site and any associated services and/or Products without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site, content and/or access to Products will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

## **DISPUTE RESOLUTION**

### **In formal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to this Agreement or your use of the Site, content and/or Products (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"),

the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. **The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, and not state law, governs the interpretation and enforcement of this arbitration agreement.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") by one arbitrator as selected by the Rules.), available at the AAA website [www.adr.org](http://www.adr.org). Each Party shall solely be responsible for its own fees. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The arbitration will take place in Irvine, California. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state or federal courts located in Orange County, California. and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any Dispute brought by either Party related in any way to the Site and/or the Products be commenced more than one (1) year after the cause of action arose. **Class and Consolidated Action Waiver**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons; and (d) No arbitration or proceeding can be combined with another arbitration or proceeding without the prior written consent of all parties to the applicable arbitrations or proceedings. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead, all Disputes will be resolved in a superior court in Orange County, California.

### **Opt Out**

You may opt-out of this dispute resolution provision by notifying SnapHOA within 30 days of the date on which you entered into this Agreement or purchased a subscription, whichever is earlier. You must do so by writing to Action Property Management, Inc., 2603 Main Street, Suite 500, Irvine, CA 92614, attn: Arbitration Opt-Out, and you must include your name, address, account information, and a clear statement that you do not wish to resolve disputes with SnapHOA through arbitration. Where you opt out of arbitration, all disputes shall be heard in a court of competent jurisdiction located within Orange County, CA.

### **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief (collectively "Dispute Exceptions"). Any Dispute Exceptions shall be heard in a court of competent jurisdiction located within Orange County, CA.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

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## **LIMITATIONS OF LIABILITY**

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You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site and/or Products; (3) breach of these Terms of Use including any representations and warranties; (4) any third party access or authorized user access granted by you to the Site and/or Products; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **USER DATA**

Although we may perform regular routine backups of data, you are solely responsible for all data including any Contributions that you transmit or that relates to any activity you have undertaken using the Site and/or Products. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

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If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

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limited to the Limitation of Liabilities, Representation and Warranties, Disclaimer, Access, Payment, User Content, Severability, Indemnification, and Arbitration sections.

## **COPYRIGHTS**

### **Takedown Notice**

We take copyright infringement very seriously. If you believe that any copyrighted material owned by you has been infringed upon by someone using our Site, please send us a message which contains:

- Your name.
- The name of the party whose copyright has been infringed, if different from your name.
- The name and description of the work that is being infringed
- The location on our Site of the infringing copy.
- A statement that you have a good faith belief that use of the copyrighted work described above is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law.
- A statement that you swear, under penalty of perjury, that the information contained in this notification is accurate and that you are the copyright owner or have an exclusive right in law to bring infringement proceedings with respect to its use.

You must sign this notification and send it to our Copyright Agent: Copyright Agent of SnapHOA, [privacy@snaphoa.com](mailto:privacy@snaphoa.com) or Action Property Management, Inc., 2603 Main Street, Suite 500, Irvine, CA 92614

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In the event that you receive a notification from SnapHOA stating content posted by you has been subject to a DMCA takedown, you may respond by filing a counter-notice pursuant to the DMCA. Your counter-notice must contain the following:

- Your name, address, email and physical or electronic signature.
- The notification reference number (if applicable).
- Identification of the material and its location before it was removed.
- A statement under penalty of perjury that the material was removed by mistake or misidentification.
- Your consent to the jurisdiction of a federal court in the district where you live (if You are in the U.S.), or Your consent to the jurisdiction of a federal court in the district where Your service provider is located (if you are not in the US).
- Your consent to accept service of process from the party who submitted the takedown notice.



Please be aware that we may not take any action regarding your counter-notice unless your notification strictly complies with the foregoing requirements. Please send this counter-notice (with the title “Counter Notice”) to the address or email above.

## **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at [privacy@snaphoa.com](mailto:privacy@snaphoa.com) or mail correspondence to:

Action Property Management, Inc.  
2603 Main Street, Suite 500  
Irvine, CA 92614