

Terms of Service

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0. Template Notice

This document is a good-faith starting-point template drafted for a US-based property-management SaaS. Before it becomes binding on any real user, your counsel must review and adapt it to your jurisdiction, entity structure, and specific service configuration. Prestigious provides this text as-is with no warranty of legal sufficiency.

1. Acceptance of Terms

By creating an account or accessing Prestigious HOA Portal (the "Service"), you agree to be bound by these Terms of Service. If you do not agree, do not use the Service. These Terms apply to all users: admins, residents, and vendors.

2. Accounts and Security

You are responsible for maintaining the confidentiality of your credentials, for all activity under your account, and for notifying us of any unauthorized use. Prestigious uses bcrypt password hashing, JWT session tokens, and per-IP + per-user rate limiting to protect access. You may not share, sell, or transfer your account.

3. Subscriptions and Billing

Paid plans (Starter, Pro, Enterprise) are billed monthly or annually through Stripe. Trial plans convert only on your explicit upgrade. You may cancel at any time; cancellations take effect at the end of the current billing period. Refunds are handled per our published refund policy.

4. Acceptable Use

You agree not to (a) misuse or attempt to disrupt the Service, (b) upload unlawful content, (c) impersonate another party, or (d) attempt to bypass rate limits, authentication, or plan limits. Automated abuse may result in immediate suspension.

5. Data and Your Content

You own the data you upload. Prestigious stores it securely, encrypts it in transit, and uses it solely to provide the Service. You may export your data at any time via the Resident Portal → Profile → "Export my data" button. Residents receive a signed zip covering ledger, tickets, ARC, violations, pets, bookings, and notifications.

6. AI Assistants

Prestigious provides AI-powered assistants (AI Concierge, Maintenance AI, Document Assistant, etc.) using Claude Sonnet 4.5 via Emergent Integrations. AI responses are generated automatically and may

occasionally be inaccurate. Do not rely on AI output for legal, financial, or safety-critical decisions.

7. Third-Party Integrations

The Service integrates with third-party providers including Stripe (payments), GoHighLevel (CRM + SMS), Resend (email), and DocuSign (e-signature). Your use of those services is subject to their respective terms.

8. Termination

You may close your account at any time. We may suspend or terminate accounts that violate these Terms, incur chargebacks, or remain unpaid past their grace period.

9. Disclaimers and Limitation of Liability

The Service is provided "as is" without warranties of any kind. To the maximum extent permitted by law, Prestigious's aggregate liability shall not exceed the fees you paid us in the 12 months preceding the claim.

10. Changes to These Terms

We may update these Terms. Material changes will be announced in-app and by email. Continued use after the effective date constitutes acceptance.

11. Contact

Questions? Reach us at legal@prestigeproperty.os.

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