



Prestigious HOA Portal

PROPERTY MANAGEMENT SERVICES

MASTER SUBSCRIPTION AGREEMENT

MSA v1.0

The overarching commercial + legal contract governing every subscription to the Prestigious HOA Portal SaaS platform.

This Master Subscription Agreement ("Agreement", "MSA") is entered into between Prestigious Property Management Services LLC, a limited-liability company organised under the laws of Florida, with its principal place of business at 1177 Hypoluxo Road, #113, Lantana, FL 33462 ("Provider", "we", "us"), and the counterparty identified in the executed Order Form ("Customer", "you").

Effective date: the date of the last signature on the Order Form Version: 1.0 · February 2026

By signing the Order Form or clicking "I agree" during account creation, Customer accepts this Agreement. If you are entering into this Agreement on behalf of an organisation, you represent that you have authority to bind that organisation.

1 · Definitions

Term	Meaning
Affiliate	Any entity that controls, is controlled by, or is under common control with a party (control = > 50% of voting equity).
Applicable Law	All statutes, regulations, judicial or administrative orders applicable to a party's performance under this Agreement, including Data Protection Law.
Authorized User	An individual employed or engaged by Customer, or a resident, owner, board member, vendor, or partner of Customer's community, whom Customer has invited to use the Service.
Customer Data	All electronic data, content, or information Customer or its Authorized Users submit to the Service.
Documentation	Provider's user + admin documentation, including the training manuals at docs.prestigiouspm.net and in-app help.
Fees	The amounts payable by Customer as set out in each Order Form.
Order Form	The document (electronic or physical) that identifies the Service tier, Fees, term, and other commercial terms specific to a Customer. Multiple Order Forms may be executed under this Agreement.
Personal Data	Has the meaning given in the DPA.
Professional Services	Services outside the standard subscription (custom development, migration, training beyond onboarding, dedicated CSM hours) — billed per SOW or Order Form.
Service	The Prestigious HOA Portal SaaS application and any related services described in the Order Form.
Service Level Agreement or SLA	The document at docs.prestigiouspm.net/legal/sla , incorporated by reference.
Support	The support services described in the SLA.
Term	The initial term + all renewal terms as set out in the Order Form.
Trial	Any free-of-charge use of the Service for the period specified.

2 · The Service

2.1 ACCESS GRANT

Subject to Customer's payment of Fees and compliance with this Agreement, Provider grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable right during the Term to access and use the Service in accordance with this Agreement, the Order Form, the SLA, and the Documentation.

2.2 AUTHORIZED USERS

Customer may permit its Authorized Users to use the Service. Customer is responsible for its Authorized Users' compliance with this Agreement. Customer may not permit Authorized Users to share log-in credentials.

2.3 TRIAL

If Customer receives a Trial, the Service is provided "as is" and Provider disclaims all warranties + SLAs during the Trial. Provider may terminate a Trial at any time without notice.

2.4 BETA FEATURES

From time to time Provider may make Beta features available. Beta features are provided "as is", excluded from the SLA and Support commitments, and may be modified or removed at any time.

2.5 MODIFICATIONS TO THE SERVICE

Provider may enhance the Service and add / remove / alter features. Provider will not materially reduce the core functionality described in the Order Form during the then-current Term without Customer's prior written consent. Deprecations are subject to the notice period in the SLA § 7.

2.6 THIRD-PARTY SERVICES AND INTEGRATIONS

The Service integrates with third-party services (Stripe, Resend, GHL, DocuSign, etc.). Customer's use of those services is subject to those providers' terms. Provider is not responsible for third-party service outages or their terms of service — see the DPA sub-processor list.

3 · Customer Responsibilities

3.1 ACCEPTABLE USE

Customer will not:

- Use the Service in violation of Applicable Law or third-party rights
- Copy, modify, reverse-engineer, decompile, disassemble, or create derivative works
- Access the Service to build a competing product or benchmark it without written consent

- Introduce malware, harmful code, or attempt unauthorised access
- Use bots / scrapers other than through documented APIs
- Rent, lease, resell, sublicense, or transfer the Service without written consent
- Attempt to circumvent Fee-metering, rate limits, or usage caps
- Send unsolicited bulk email or SMS through the Service in violation of CAN-SPAM, TCPA, or equivalents
- Store data outside the scope of the DPA (Sensitive-category data, PCI cardholder data, HIPAA PHI, etc. without prior written agreement)

3.2 CUSTOMER DATA ACCURACY

Customer represents that: - It has all necessary rights, consents, and legal bases to submit Customer Data to the Service - Customer Data does not violate any Applicable Law or third-party right - Notifications sent through the Service (SMS, email) will comply with TCPA / CAN-SPAM (opt-in maintained, opt-out honoured)

3.3 CREDENTIAL SECURITY

Customer is responsible for maintaining the confidentiality of log-in credentials + API keys and for all activity that occurs through them. Customer must notify Provider promptly of any suspected compromise.

3.4 COOPERATION

Customer will provide reasonable cooperation for Provider to deliver the Service — including timely responses to support enquiries about Customer's data, timely payment of Fees, and prompt updating of contact information.

4 · Fees + Payment

4.1 FEES

Fees are as set out in the Order Form.

4.2 INVOICING

Unless otherwise stated in the Order Form: - Subscription fees are billed monthly in advance, prorated for partial months at start - Usage-based Fees (SMS overages, additional AI usage, Professional Services) are billed monthly in arrears - Payment is due within 15 days of invoice date

4.3 LATE PAYMENTS

Overdue Fees accrue interest at the lower of 1.5% per month or the maximum permitted by law. Provider may suspend the Service for balances more than 30 days overdue after 10 business days' written notice — Customer's data is preserved during suspension.

4.4 TAXES

Fees are exclusive of taxes. Customer is responsible for all sales, use, VAT, GST, and similar taxes (excluding taxes on Provider's income).

4.5 AUTO-RENEWAL + PRICE CHANGES

Subscriptions auto-renew for successive terms equal to the initial Term unless either party gives ≥ 30 days written notice of non-renewal. Provider may increase Fees at renewal with ≥ 60 days written notice; the increase may not exceed the greater of 7% or the CPI change since the prior year without Customer's written consent.

4.6 NO REFUNDS

Except as expressly stated in this Agreement or the SLA, Fees are non-refundable.

5 · Term + Termination

5.1 TERM

This Agreement begins on the Effective Date and continues until all Order Forms have terminated.

5.2 TERMINATION FOR CONVENIENCE

Either party may terminate an Order Form or this Agreement with 30 days' written notice at the end of any monthly billing cycle. Prepaid Fees for the period after termination are not refunded (except under § 5.3).

5.3 TERMINATION FOR CAUSE

Either party may terminate this Agreement or any Order Form with 30 days' written notice if the other party materially breaches this Agreement and fails to cure within that period. In that event:

- If Provider terminates for Customer's material breach, Customer must pay all outstanding Fees + Fees remaining for the balance of the current Term
- If Customer terminates for Provider's material breach, Provider will refund a prorated portion of prepaid Fees for the unexpired portion of the Term

Immediate termination without cure period is permitted where the breach cannot reasonably be cured (fraud, gross negligence, wilful misconduct, insolvency proceedings).

5.4 SUSPENSION

Provider may suspend Customer's access without notice where continued access poses an imminent threat to the Service, other customers, or third parties. Provider will restore access as soon as the threat is resolved.

5.5 EFFECTS OF TERMINATION

On termination: - Customer's right to access the Service ends (with a 30-day Winding-Down Period per the DPA) - Provider will return or delete Customer Data per the DPA § 9 - Each party will return or destroy the other's Confidential Information - All outstanding Fees become due - Provisions that by their nature survive (Confidentiality, Warranty Disclaimers, Indemnification, Liability, Data Return, Governing Law, Dispute Resolution, Sections that survive) survive termination

6 · Intellectual Property

6.1 SERVICE IP

Provider retains all right, title, and interest in the Service, the Documentation, and all improvements, feedback, aggregated usage data, and derivative works. No implied license.

6.2 CUSTOMER DATA

Customer retains all right, title, and interest in Customer Data. Customer grants Provider a non-exclusive, worldwide, royalty-free licence to Process Customer Data solely to provide + improve the Service in accordance with the DPA. This licence terminates on deletion of Customer Data.

6.3 FEEDBACK

If Customer provides Provider with suggestions, ideas, or feedback, Customer grants Provider a perpetual, irrevocable, royalty-free licence to use them without obligation.

6.4 AGGREGATED DATA

Provider may collect and use aggregated + de-identified data (data that cannot reasonably be re-identified to a Data Subject) for benchmarking, product improvement, and industry reporting.

6.5 MARKS

Neither party may use the other's trademarks without prior written consent, except: - Customer may identify itself as a Prestigious HOA Portal customer - Provider may identify Customer in a customer list + logo lockup (Customer may opt out on request)

7 · Confidentiality

7.1 DEFINITION

"Confidential Information" means non-public information disclosed by one party ("Discloser") to the other ("Recipient"), whether orally or in writing, marked or reasonably identifiable as confidential — including Customer Data, Provider's source code + architecture, pricing terms, security details, roadmap discussions, and customer lists.

7.2 EXCLUSIONS

Confidential Information does not include information that (a) is or becomes public through no fault of Recipient, (b) is rightfully known to Recipient prior to disclosure, (c) is independently developed without use of Discloser's Confidential Information, or (d) is rightfully obtained from a third party without confidentiality obligation.

7.3 OBLIGATIONS

Recipient will (a) hold Discloser's Confidential Information in confidence, (b) use it only to perform this Agreement, (c) limit disclosure to personnel + agents with a need-to-know bound by confidentiality obligations at least as protective as this Section, and (d) protect it with the same degree of care as its own Confidential Information (not less than reasonable care).

7.4 COMPELLED DISCLOSURE

Recipient may disclose Confidential Information if compelled by law, subpoena, or court order, provided (where legally permitted) Recipient gives Discloser prompt written notice + reasonable cooperation to seek a protective order.

7.5 DURATION

Obligations survive for 5 years after termination, except for Customer Data + trade secrets which are protected indefinitely.

8 · Warranties

8.1 MUTUAL WARRANTIES

Each party warrants that (a) it has full corporate power + authority to enter into this Agreement, and (b) execution + performance do not violate any other agreement or law.

8.2 PROVIDER WARRANTIES

Provider warrants that: - Service warranty — the Service will substantially conform to the Documentation during the Term. Sole remedy: Provider will use reasonable efforts to correct the non-conformity; if it cannot within a reasonable time, Customer may terminate the affected Order Form and receive a prorated refund of prepaid Fees - Security warranty — Provider will maintain the security controls described in the DPA Annex II - Sub-processors — Provider will only engage Sub-processors under written contracts with equivalent data-protection obligations - Personnel — Provider's staff involved in the Service will act professionally, competently, and in compliance with Provider's confidentiality + security policies

8.3 DISCLAIMER

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, THE SERVICE IS PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE AGAINST ALL ATTACKS, ONLY THAT PROVIDER WILL USE COMMERCIALY REASONABLE EFFORTS TO ACHIEVE THE COMMITMENTS IN THE SLA + DPA.

8.4 NO PROFESSIONAL ADVICE

Provider is a software vendor, not a legal, tax, accounting, or property-management advisor. The Service is a tool; Customer is responsible for the legal, tax, accounting, and regulatory implications of how Customer uses it — including compliance with fair-housing law, ADA, TILA, RESPA, state landlord-tenant law, and HOA / COA governance statutes.

9 · Indemnification

9.1 BY PROVIDER — IP CLAIMS

Provider will defend Customer against any third-party claim alleging that the Service, as provided by Provider + used within the scope of this Agreement, infringes a US patent, US copyright, or US trade secret ("Provider IP Claim"). Provider will pay damages + costs finally awarded (or agreed in settlement) against Customer resulting from a Provider IP Claim.

Exclusions: Provider IP Claim does not include claims arising from: - Customer's use of the Service in violation of this Agreement - Combination of the Service with items not supplied by Provider (where the Service alone would not infringe) - Modification of the Service by anyone other than Provider - Beta features or Free-tier / Trial use

Remedies: If a Provider IP Claim is asserted, Provider may at its option (a) obtain the right to continue use, (b) replace or modify the Service to be non-infringing, or (c) terminate + refund a prorated portion of prepaid Fees.

9.2 BY CUSTOMER

Customer will defend Provider against any third-party claim arising from: - Customer Data infringing a third party's IP rights or violating Applicable Law - Customer's breach of § 3.1 (Acceptable Use) - Customer's use of the Service in violation of Applicable Law - Customer's failure to obtain necessary consents from Data Subjects - Communications sent through the Service in violation of TCPA / CAN-SPAM

Customer will pay damages + costs finally awarded (or agreed in settlement) against Provider.

9.3 PROCEDURE

The indemnified party will: - Promptly notify the indemnifying party in writing (delay only excuses liability to the extent it prejudices defence) - Give the indemnifying party sole control of defence + settlement (no admission of liability without consent) - Provide reasonable cooperation at the indemnifying party's expense

9.4 SOLE REMEDY

This § 9 states the entire liability + exclusive remedy for the covered claims.

10 · Limitation of Liability

10.1 EXCLUSION OF CERTAIN DAMAGES

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES — INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION — EVEN IF ADVISED OF THE POSSIBILITY.

10.2 CAP

EXCEPT AS STATED IN § 10.3, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO PROVIDER UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRECEDING THE CLAIM.

10.3 CARVE-OUTS

The exclusions + cap in § 10.1 and § 10.2 do not apply to:

- Breach of confidentiality obligations
- Indemnification obligations under § 9

- Breach of data-protection obligations under the DPA (which are subject to a super-cap of 2× the amounts under § 10.2)
- Amounts owed under Fees (payment obligations)
- Gross negligence, wilful misconduct, or fraud
- Any liability that cannot be limited under Applicable Law

10.4 BASIS OF BARGAIN

The limits above are a fundamental element of the pricing + risk allocation. They apply notwithstanding the failure of essential purpose of any limited remedy.

11 · Insurance

Provider maintains the following minimum insurance coverage during the Term, with reputable carriers rated A- or better by A.M. Best:

Coverage	Limit
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Cyber Liability + Technology Errors & Omissions	\$3,000,000 aggregate
Employer's Liability	\$1,000,000
Umbrella / Excess (over the above)	\$2,000,000

Certificates of insurance provided on written request. Provider will give Customer 30 days' notice of material changes in coverage.

12 · Compliance

12.1 ANTI-CORRUPTION

Each party will comply with the US Foreign Corrupt Practices Act, the UK Bribery Act, and equivalents. Neither party will offer, give, or receive anything of value to influence a business decision improperly.

12.2 EXPORT CONTROLS

Customer will not use the Service in violation of US export controls (EAR, OFAC sanctions) or those of any jurisdiction where Customer operates.

12.3 MODERN SLAVERY

Each party represents it complies with the UK Modern Slavery Act 2015 and equivalents where applicable, and does not engage in slavery, human trafficking, or forced labour.

12.4 FAIR HOUSING

The Service supports Customer's compliance with US Fair Housing Act + state equivalents but does not guarantee compliance. Customer is solely responsible for ensuring its use of the Service (including AI-generated communications, applicant screening, and vendor selection) complies with fair-housing law. Provider expressly does not screen applicants — Customer's designated screening vendor + Customer's own review are the controls.

13 · Force Majeure

Neither party is liable for delays or failures caused by events beyond reasonable control — including natural disasters, war, terrorism, government action, pandemic, ISP outage, or third-party service failures — provided the affected party gives prompt notice + uses reasonable efforts to resume performance.

14 · General

14.1 NOTICES

Notices must be in writing sent to the addresses in the Order Form (email acceptable for routine notices; certified mail or courier for termination, breach, indemnification claims). Notices to Provider must be copied to legal@prestigiouspm.net.

14.2 ASSIGNMENT

Neither party may assign this Agreement without the other's prior written consent, except that either party may assign to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets on notice to the other party. Any prohibited assignment is void.

14.3 ENTIRE AGREEMENT

This Agreement, the Order Form, the DPA, the SLA, and any policies referenced constitute the entire agreement between the parties on this subject + supersede all prior + contemporaneous communications. Customer's purchase-order terms, click-through terms, or unilateral form terms are expressly rejected.

14.4 AMENDMENT

Amendments must be in writing signed by both parties. Provider may update non-material policies (SLA, DPA sub-processor list) unilaterally per their respective change-notice provisions.

14.5 SEVERABILITY

If any provision is held unenforceable, the remainder continues in effect.

14.6 WAIVER

Failure to enforce any right is not a waiver of that right.

14.7 INDEPENDENT CONTRACTORS

The parties are independent contractors. No agency, partnership, joint venture, or employment relationship is created.

14.8 THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries.

14.9 PUBLICITY

Provider may include Customer's name + logo in a customer list; Customer may opt out on 30 days' notice. Case studies + press releases require Customer's prior written consent.

14.10 GOVERNING LAW + JURISDICTION

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law rules. Exclusive jurisdiction lies with the state + federal courts of Palm Beach County, Florida, and each party consents to personal jurisdiction there.

14.11 DISPUTE RESOLUTION

Before filing suit, the parties will attempt in good faith to resolve any dispute by (a) written negotiation between designated representatives for 30 days, then (b) mediation under the AAA Commercial Mediation Rules for 60 days, then (c) binding arbitration under the AAA Commercial Arbitration Rules, seated in Palm Beach County, Florida, before a single arbitrator, with award enforceable in any court of competent jurisdiction. Nothing prevents either party from seeking injunctive relief in court to prevent irreparable harm.

Class actions are waived. Each party bears its own attorneys' fees except that the arbitrator may award reasonable fees to the substantially-prevailing party.

14.12 HEADINGS

Section headings are for convenience only + do not affect interpretation.

14.13 COUNTERPARTS + ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, each of which is deemed an original. Electronic signatures (including DocuSign) are binding.

Signature

Provider: Prestigious Property Management Services LLC

By: ____ Name: ____ Title: ____ Date: ____

Customer: ____

By: ____ Name: ____ Title: ____ Date: ____

Order Form Template

Attached separately as `/app/docs/ORDER_FORM_TEMPLATE.md`. A blank Order Form is signed with each subscription; multiple Order Forms may be executed under this Agreement.