

Definitions

Unless otherwise indicated, capitalized terms used anywhere in the Terms of Service shall have the meanings set forth below.

1. “**ACH**” means the Automated Clearing House Network.
2. “**ADR Rules**” means JAMS Streamlined Arbitration Rules & Procedures, available online at <https://www.jamsadr.com/rules-streamlined-arbitration/> or by searching for “JAMS Streamlined Arbitration Rules & Procedures” using an internet search engine.
3. “**Applications**” means all mobile and/or web-based applications which may be used to access the Site.
4. “**Association**” means a community association or other such business or company which engages in property management, such as a homeowners’ or condominium association.
5. “**Association Account**” means the User Account type available to Associations who wish to register to use Saga’s Site and Services.
6. “**Association Member**” means a registered User who is operating in connection with an Association Account and is authorized to act on behalf of the Association.
7. “**Association Member Account**” means the User Account type available to employees or agents of an Association which are acting under and in connection with an Association Account.
8. “**Composite Information**” means any feedback results, including the User’s review score and other User Content highlighted by Saga on the Site or otherwise, including User comments, User ratings, indicators of User satisfaction, and other feedback left by other Users.
9. “**Contract Services**” means the Services provided by Saga to Associations and Managers to facilitate the creation of Management Contract proposals.
10. The “**Conversion Fee**” is a fee paid by Association and/or Manager to continue a business relationship outside of the Site after the expiration of a five (5) year period from the termination or non-use of Services provided by the Site.
11. “**Default**” means a failure to pay Manager Fees or other amounts due under the Terms of Service, Management Contract, or any other written agreement.
12. A “**Dispute**” means any dispute or disagreement, whether between Users or between a User and Saga, which requires Dispute Resolution.
13. The “**Dispute Period**” means the five (5) day period beginning immediately upon receipt of a Monthly Invoice.
14. “**Dispute Resolution**” means the process of negotiating and resolving or otherwise dismissing a Dispute. Saga may choose, at its sole discretion, to participate in Dispute Resolution as described in Section 8.
15. The “**Effective Date**” means the date on which the Terms of Service takes effect, or **September 1, 2023**.
16. A “**Management Contract**” or “**Contract**” is any agreement entered into by Association and Manager that is compensated according to the terms of the Pricing Agreement.
17. “**Manager**” means a single person or entity, but not a community association, who offers property management services on the Site.

18. **“Manager Account”** means the User Account type available to Managers who wish to register to use Saga’s Site and Services.
19. **“Manager Fees”** are the fees charged by a Manager to an Association in exchange for Manager Services. Fees are described in the Pricing Agreement.
20. **“Manager Payment Account”** is the bank account which Manager links to their Manager Account. Payment from Associations will be deposited into the Manager Payment Account and Saga will deduct Service Fees from the Manager Payment Account.
21. **“Manager Services”** means the property management Services offered to Associations by Managers.
22. **“Membership Fees”** are charges for additional Services and privileges offered by Saga which Managers may choose to subscribe to, as described in the Payment Agreement.
- a. Free Membership: Allows manager to see how many Associations there are in a given location
 - b. Gold Membership: For a fee of \$10 per month, Managers can view specific communities looking for management and can apply to specific positions posted on the site by clicking "I'm Interested"
23. A **“Membership Program”** is a program offered to Managers which provides Managers the ability to reach out to Associations for the purpose of making Management Contract proposals. Managers have the option to choose between a free subscription or the Gold Membership.
24. A **“Monthly Invoice”** or **“Invoice”** is an itemized statement sent by a Manager to an Association for Manager Fees for Services performed pursuant to a Management Contract.
25. The **“Non-Circumvention Period”** means the period of five (5) years after a User no longer uses the Services or the Site and applies to those Users who intend to continue outside of Saga a business relationship which was formed through Saga.
26. A **“Notice of Claim”** means a written notification of any potential claim(s) or demand for arbitration between you and Saga or our affiliates. A Notice of Claim will be sent via email by Saga to you or by you to Saga and must include a brief description of the claim(s) and your contact information.
27. **“Payment Method”** means a credit card, debit card, or bank account (ACH) which a User links to their Account for the purposes of making payments to other Users or to Saga.
28. **“Payment Method Services”** are those Services provided by Vantaca, including ACH, to Users for the purpose of delivering and receiving payments as well as paying fees to Saga.
29. **“Personal Information”** means information which Users provide to Saga and includes, but is not limited to, your name, email address, phone number, address, financial information, username, password, and other information necessary to provide the services.
30. **“Saga,” “we,” “us,” or “our”** refers to Saga Limited, its subsidiaries, representatives, affiliates, and officers.
31. **“Services”** includes but is not limited to the Site, work marketplace, or Applications, and all business of Saga which Users may engage in from time to time, including finding, requesting, or receiving professional community association management services, support services, and vendor relationships from independent Third-Party Providers, including property managers and vendors, that meet your needs and interests.

32. “**Service Fees**” are those fees which Managers agree to pay to Saga for the use of the Services, including marketing, invoicing, reporting, payment, and dispute resolution services, as set forth in the Pricing Agreement.

33. The “**Site**” means Saga’s personalized multipurpose digital marketplace platform (www.sagahoa.com).

34. “**Terms of Service**” means every agreement contained herein, including the Terms of Use and the Pricing Agreement.

35. “**Third-Party Providers**” means all independent third-party providers who are not affiliates of Saga, including property managers and vendors.

36. “**User**” or “**you**” means an individual or company who is registered to use the Site and Services.

37. “**User Account**” or “**Account**” means the User Account type which is applicable to you (Manager, Association, or Association Member).

38. “**User Content**” or “**Content**” means the information posted by a User and shown on a User’s Profile.

39. A “**User Profile**” or “**Profile**” is the portion of the User’s Account which is visible to other Users and the public, unless you change your privacy settings, and displays Content.

40. A “**Vantaca Account**” is a separate user account on the Vantaca platform. Users will be invited to join Vantaca and create an Account once they have created a Management Contract with another User.

Terms of Use – Manager Agreement

Effective Date: 09/01/2023

This Terms of Use – Manager Agreement (“**Agreement**” or “**Terms**”) contains important information about your legal rights, remedies, and obligations and is a legally binding agreement between you and Saga governing your use of Saga’s [Site](#) and Services (defined in more detail in Section 2, below). You understand that by using the Site or Services (which generally means using, in any way, our work marketplace at www.sagahoa.com or our applications), and by clicking “Accept” when prompted on the Site, you agree to be bound by all agreements which constitute Saga’s Terms of Service, and you agree that the “**Terms of Service**” means every agreement linked herein and includes the [Pricing Agreement](#) and this [Terms of Use](#), including Section 18.4 which contains an arbitration agreement and class action waiver that applies to claims brought against Saga in the United States. This Agreement also incorporates the terms and conditions of all the agreements of any User using Saga’s Services. You should read all of our Terms and Definitions carefully because you are promising not to break any agreements in the Terms of Service.

1. PURPOSE OF SAGA

What we do and do not do when providing our Services and some of your responsibilities when using our Services.

The Site is a work marketplace where Associations and Managers can identify each other and advertise, buy, sell, and use Manager Services online. Subject to the Terms of Service, Saga provides the Services to Users, including hosting and maintaining the Site and facilitating the formation of Management Contracts. When Users enter into a Management Contract, the Users agree to use the Services exclusively to invoice, receive, and pay any amounts owed under the Management Contract through Vantaca.

2. SITE AND SERVICES

This Agreement governs your access or use, from within the United States and its territories and possessions, of the Site and any related Content or Services made available in the United States and its territories and possessions by Saga. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND SAGA. In this Agreement, the words “including” and “include” mean “including, but not limited to.”

Saga’s Site can be accessed in a number of forms, including mobile and/or web-based Applications. Among other things, the Site enables you to discover and receive: (i) Services rendered by Saga that facilitate your requests to Third-Party Providers, for the purchase of services or goods, such as property management services from those Third-Party Providers; and (ii) any Services, including payment processing and customer support.

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly

supersede prior agreements or arrangements with you regarding the use of the Services. Notwithstanding the foregoing, these Terms do not supersede or otherwise impact the enforceability of any agreements you may have with Saga or its subsidiaries regarding professional community association management services, vendor relationships, and third-party services. To the extent (but only to the extent) any agreement you may have with Saga regarding professional property management services conflicts with these Terms, those agreements (and not these Terms) will prevail with respect to any Disputes arising from you providing or receiving any Services.

Saga may immediately terminate these Terms, any Services, or access to the Site with respect to you, or generally cease offering or deny access to the Services, Site, or any portion thereof, at any time for any reason.

If you want to use our Site or any of our Services, whether just by looking around or by registering for an Account, you must first read and agree to this Agreement (including the Dispute Resolution and Arbitration Provision in Section 8). If you don't understand this Agreement or you don't agree to all of its terms and conditions, you may not use our Services. If you do not understand or agree to this Agreement, do not click "Accept" to this Agreement, "Sign Up," "Create My Account," or similar, and do not visit www.sagahoa.com, use our mobile Applications, or otherwise use our Services. If you are using our Services on behalf of a business or legal entity, you may only do so if you have authority to agree to the entirety of the Terms of Service on behalf of that business or legal entity.

3. SAGA ACCOUNTS

How to register for a Saga Account.

3.1 REGISTRATION

You must register for an Account to have full access to our Services, and your registration is subject to our approval.

You must register for an Account with us to access and use certain portions of our Services.

Your Account registration is subject to approval by Saga. We reserve the right to decline any registration, either to join Saga or to add an Account of any type, for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

3.2 ACCOUNT ELIGIBILITY

You promise to use our Services for business purposes only. You also promise that you are eligible to enter into this Agreement, you are not a property management company, and you are at least 18 years old.

Saga offers the Services for your business purposes only and not for personal or consumer use. By registering for an Account or by using our Services, you represent that you: (a) are doing

business under your own name as a self-employed individual/sole proprietor or are an employee or agent of an independent business (such as a corporation, limited liability company, or other entity); (b) will use our Services for business purposes only; (c) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting, and any offering of Manager Services; and (d) are either a legal entity or an individual who is at least 18 years old and can form legally binding contracts.

3.3 ACCOUNT PROFILE

You must provide accurate Personal Information when you sign up and you must update your Account if your Personal Information changes. We can suspend or terminate your Account if the information you give us is false, outdated, or incomplete.

To register for an Account to use our Services, you must complete a User Profile, which you consent to be shown to other Users and, unless you change your privacy settings, to be shown to the public. Information shown on a Profile is considered User Content. You agree to provide accurate and complete information on your Profile—and on all registration and other forms you access while using our Services or which you provide to us—and you agree to keep that information current. You agree not to provide any false or misleading information about your identity or location, your business, the beneficial owner(s) of your business, your skills, or the services your business provides, and you agree to correct any information that is or becomes false or misleading. We reserve the right to suspend or terminate the Account, or access to our Services, of anyone who provides false, inaccurate, or incomplete information in creating, marketing, or maintaining a Profile or an Account.

3.4 ACCOUNT TYPES

We offer three types of accounts: Association Accounts, Association Member Accounts, and Manager Accounts. You promise to register for only one Account that requires a unique log in. Never share your Account password with anyone.

3.4.1 MANAGER ACCOUNT

You can register for an Account to use the Services as a Manager. A Manager Account is not an Association Account or Association Member Account and is intended for a single person or entity that uses our Services but is not a community association. A Manager is typically a property manager for a community association.

3.5 ACCOUNT PERMISSIONS

You are responsible for all activity on your Account.

You may not provide other Users permissions to use your Manager Account on your behalf and you agree not to request or allow another person to create an Account for you, your use, or your benefit.

3.6 IDENTITY AND LOCATION VERIFICATION

You will allow us to verify your identity, location, and business affiliations from time to time.

When you register for an Account and periodically thereafter, your Account will be subject to verification, including but not limited to validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on the Site. You authorize Saga, directly, to make any inquiries necessary to validate your identity, location, and email address, and to confirm that you belong to your Association, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business, which includes providing official government or legal documents and cooperating with other reasonable requests we make to verify your identity. During verification, some Account features and Services may be temporarily limited but will be restored if verification is successfully completed.

3.7 USERNAMES AND PASSWORDS

You will keep your username and password as confidential and non-public information and will not share them, and you will not use anyone else's username and password.

Each person who uses our Services must register for their own Account with a username and password. You are responsible for safeguarding and maintaining the confidentiality of your username and password, and you agree not to share your username or password with anyone. You are responsible for safeguarding your username and password and for any use of our Services with your username and password. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to your password. You further agree not to use the Account or log in with the username and password of another User. Under Section 3.5, Account Permissions, Managers agree not to authorize or allow another to use their Account or act on their behalf.

4. PRIVACY POLICY

This section describes how Saga collects, uses, shares, and protects Personal Information when you use our Site and Services. We are committed to protecting your privacy and ensuring the security of your Personal Information. By using our Services, you consent to the practices described in this section (the “**Privacy Policy**”).

4.1 INFORMATION WE COLLECT

- a. **Personal Information.** We may collect Personal Information that you provide to us when creating an Account, using our Services, or contacting us. This may include your name, email address, phone number, postal address, financial information, username, password, and other information necessary to provide the Services.
- b. **Financial Information.** When making payments for our Services, you may provide financial information, such as credit card details or other payment account

information. This information will be safely stored in our systems and, once you enter into a Management Contract, your banking information will be stored in Vantaca. Payment transactions are securely processed by third-party payment processors.

- c. **Log Data.** Like many websites, we collect certain information automatically when you access or use our Services. This may include IP addresses, browser type, operating system, referring URLs, User Account preferences and settings, and other usage information.
- d. **Content Information.** We collect the Content you submit to the Site or our Slack Channels when using the Services. This includes your posts and comments. Your Content may include text, links, images, gifs, audio, and videos. We collect information about the actions you take when using the Services. This includes your interactions with Content on the Site. It also includes your interactions with other Users. You may choose to provide other information to us. For example, we may collect information when you fill out a form, request customer support, or otherwise communicate with us. We may receive information from cookies, which are pieces of data your browser stores and sends back to us when making requests, and similar technologies. We use this information to deliver and maintain our Services and our Site, improve your experience, understand User activity, personalize Content and advertisements, measure the effectiveness of advertising, and improve the quality of our Services. We may receive and process information about your location. We may receive location information from you when you choose to share such information on our Site, including by associating your Content with a location, or we may derive an approximate location based on your IP address.

4.2 USE OF INFORMATION

4.2.1 PROVIDING AND IMPROVING SERVICES

We use the Personal Information we collect to provide, personalize, and improve our Services. This includes facilitating pairings between Managers and Associations, responding to inquiries, processing payments, and enhancing the functionality and user experience of our Site. We may also use information about you to:

- a. Provide, maintain, and improve the Services;
- b. Personalize Services, Content, and features that match your activities, preferences, and settings;
- c. Help protect the safety of Saga and our Users, which includes blocking suspected spammers, addressing abuse, and enforcing the Saga [Terms of Use](#) and our other policies;
- d. Provide, optimize, target, and measure the effectiveness of ads shown on our Site;
- e. Research and develop new Services;
- f. Send you technical notices, updates, security alerts, invoices, and other support and administrative messages;
- g. Provide customer service and support;
- h. Communicate with you about products, Services, offers, promotions, and events, and provide other news and information we think will be of interest to you (for

- information about how to opt out of these communications, see Section 4.2.2 below); and
- i. Monitor and analyze trends, usage, and activities in connection with our Services.

4.2.2 COMMUNICATION

We may use your Personal Information to communicate with you about your Account, transactions, or updates to our Services. We may also send you promotional emails or newsletters with your consent, which you can opt out of at any time. Your Account has a Profile page that is public to other Users. Your Profile contains information about your activities on the Site, such as your username and Content you post. For any Services related to use of the Site, we may use your Personal Information to resolve Disputes. We do not sell your Personal Information. However, in addition to the Personal Information that is displayed publicly as described above, we may share Personal Information in the following ways:

- a. **With your consent.** We may share your Personal Information with your consent or at your direction.
- b. **With linked providers.** If you link your Saga Account with a Third-Party Provider, Saga will share the Personal Information you authorize with that Third-Party Provider.
- c. **To comply with the law.** We may share Personal Information in response to a request for information if we believe disclosure is in accordance with, or required by, any applicable law, regulation, legal process, or governmental request, including, but not limited to, meeting national security or law enforcement requirements. To the extent the law allows it, we will attempt to provide you with prior notice before disclosing your Personal Information in response to such a request.
- d. **In an emergency.** We may share Personal Information if we believe it's necessary to prevent imminent and serious bodily harm to a person.
- e. **To enforce our policies and rights.** We may share Personal Information if we believe your actions are inconsistent with our [Terms of Use](#), rules, or other Saga policies, or to protect the rights, property, and safety of ourselves and others.
- f. **With our affiliates.** We may share Personal Information between and among Saga and any of our parents, affiliates, subsidiaries, and other companies under common control and ownership.

4.2.3 AGGREGATED AND ANONYMIZED DATA

We may aggregate and anonymize data to generate statistical or analytical insights for our internal purposes or to improve our Services. This aggregated and anonymized data does not identify individual users.

4.3 SHARING OF INFORMATION

- a. **Service Providers.** We may engage trusted Third-Party Providers to perform certain functions on our behalf. These providers may have access to Personal Information but are only authorized to use it to provide the requested Services.

- b. **Legal Requirements.** We may disclose Personal Information if required to do so by law, regulation, legal process, or government request. We may also disclose Personal Information to enforce our agreements, protect our rights, or investigate fraud or security issues.
- c. **Business Transfers.** In the event of a merger, acquisition, or sale of all or a portion of our assets, Personal Information may be transferred to the acquiring entity.
- d. **Data Security.** We implement security measures to protect your Personal Information from unauthorized access, disclosure, alteration, or destruction. However, no method of transmission over the internet or electronic storage is entirely secure, and we cannot guarantee absolute security.

4.4 YOUR RIGHTS AND CHOICES

4.4.1 ACCESS AND UPDATES

You have the right to access and update your Personal Information by logging into your Account. If you require assistance or have any concerns, please contact us using the information provided in Section 4.7.

4.4.2 OPT-OUT

You can opt out of receiving promotional emails by following the instructions provided in the email or by contacting us. However, we may still send you transactional or administrative communications regarding your Account or our Services.

4.5 THIRD-PARTY LINKS

Our Services may contain links to third-party websites or services. We are not responsible for the privacy practices or content of these third-party sites. We encourage you to review the privacy policies of those sites before providing any Personal Information.

4.6 CHANGES TO THIS POLICY

We may change this Privacy Policy from time to time. If we do, we will let you know by revising the date at the top of the policy. If the changes, in our sole discretion, are material, we may also notify you by sending an email to the address associated with your Account or by otherwise providing notice through our Site. We encourage you to review the Privacy Policy regularly to stay informed about our information practices and the ways you can help protect your privacy. By continuing to use our Services after Privacy Policy changes go into effect, you agree to be bound by the revised policy.

4.7 CONTACT INFORMATION

Please send any inquiries or concerns to info@sagahoa.com.

5. RELATIONSHIP WITH SAGA

We offer an Association and Manager marketplace: an online platform for Users to find and connect with each other. We are not involved directly in your negotiations or the delivery of Manager Services and are not a party to any agreements, including Management Contracts, you may make with other Users. You are solely responsible for your Content published to Saga, your Profile, and for your agreements with other Users, including vetting each other and performance under the agreements.

Saga offers a platform that enables Users to find one another, enter into relationships and agreements, receive and provide Manager Services, and make and receive payments through the Payment Method Services. Saga neither performs nor employs individuals to perform Manager Services. You acknowledge and agree that Saga does not supervise, direct, control, or monitor Users in the performance of any contractual obligations they may have under a Management Contract and agree that: (a) Saga is not responsible for ensuring the accuracy or legality of any User Content, for which Users are solely responsible; (b) Saga is not responsible for the offering, performance, or procurement of Manager Services, (c) Saga does not make any representations about or guarantee any particular User's offered services, and (d) use of our Services does not create an employment, agency, or joint venture relationship between Saga and any User offering or procuring services. While Saga may provide certain badges on Manager or Association Profiles, such badges are not guarantees, including of quality or ability or willingness of the badged Manager or Association to complete a Management Contract.

You further acknowledge and agree that Users, and not Saga, are solely responsible for (i) evaluating and determining the suitability of any Association or Manager; (ii) assessing whether to enter into a Management Contract with another User and verifying any information about another User, including Composite Information; (iii) deciding whether to enter into a Management Contract as well as the contract terms, and (iv) negotiating, agreeing to, and executing any terms or conditions of the Contracts and performing and monitoring performance under them. All Management Contracts between Users are directly between the Users, and Saga is not a party to those Contracts.

5.1 TAXES AND BENEFITS

Managers are independent entities or contractors not affiliated with Saga, except as a User of Services, and are responsible for paying their own taxes, obtaining their own insurance, and ensuring they comply with applicable laws and regulations.

Manager acknowledges and agrees that Manager is solely responsible for: (a) all tax liability associated with payments received from Associations and through Saga, and that Saga will not withhold any taxes from payments to Manager; (b) obtaining any liability, health, workers' compensation, disability, unemployment, or other insurance needed or required by law, and that Manager is not covered by or eligible for any insurance from Saga; (c) determining and fulfilling Manager's obligations under applicable laws and regulations with respect to invoicing and reporting, collecting, or remitting any applicable taxes or charges; and (d) if outside of the United States, determining if Saga is required by applicable law to withhold any amount of the Manager Fees, notifying Saga of any such requirement, and indemnifying Saga for any

requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of Saga, Manager agrees to promptly cooperate with Saga and provide copies of Manager's business and tax information and other documents as may be reasonably requested for purposes of such audit.

5.2 MARKETPLACE FEEDBACK AND USER CONTENT

Users publish and ask Saga to publish information and feedback on the Site. We are not responsible for that Content, and your publication or use of it is at your own risk.

You acknowledge and agree that Users publish and request Saga to publish on their behalf information on the Site such as feedback, composite feedback, or geographical location. Such information is based on data that Managers or Associations voluntarily submit to Saga and does not constitute an introduction, endorsement, or recommendation by Saga. You agree that Saga is not responsible for verifying such information and provides it solely for the convenience of Users, but providing false or misleading information violates this Agreement and may result in revocation of your access to use the Site and Services.

You acknowledge and agree that User feedback benefits the marketplace and its Users, and you specifically request and agree that Saga may make available to other Users individual and composite feedback about Users, including you. You acknowledge and agree that any feedback results for you, including your review score and other User Content highlighted by Saga on the Site or otherwise, may include User comments, User ratings, indicators of User satisfaction, and other feedback left by other Users. Saga is not responsible for monitoring, influencing, contributing to, or censoring these opinions. You agree to notify Saga of any error or inaccurate statement in your feedback results, including the Composite Information, and you agree that Saga may rely on the accuracy of such information if you do not. Saga provides its feedback system as a means for Users to share their working experiences with and opinions of other Users publicly, and you acknowledge and agree that posted composite or compiled feedback and any other Composite Information relates only to the business advertised in the Profile and not to any individual person. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User.

By using the Services, you may encounter Content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive, or otherwise harmful. Saga generally does not review or monitor User Content. You agree that we are not responsible for User Content. We cannot always prevent the misuse of our Services, and you agree that we are not responsible for any such misuse. Saga reserves the right (but is under no obligation) to remove posted feedback or information that Saga determines violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system, or otherwise is inconsistent with the business interests of Saga.

6. COMMUNITY CONDUCT

As a member of the Saga community, we strive to foster a respectful and inclusive environment for all Users. By using our Services and engaging with other Users, you agree to adhere to the following principles:

- a. Treat all community members and Users with respect, regardless of their race, ethnicity, gender, sexual orientation, religion, or any other personal characteristics;
- b. Foster an inclusive and welcoming environment where everyone feels valued and safe to express their opinions and ideas;
- c. Conduct yourself in a professional manner when interacting with other community members and Users;
- d. Refrain from engaging in any form of harassment, discrimination, or offensive behavior that may disrupt or harm the community;
- e. Abide by all applicable laws and regulations in your interactions within the Saga community;
- f. Do not engage in any illegal activities, including but not limited to fraud, hacking, or unauthorized access to systems;
- g. Refrain from sending unsolicited messages, advertisements, or spam to other community members and Users;
- h. Do not engage in unauthorized solicitation or promotion of products, services, or businesses without prior consent;
- i. Promptly report any violations of this Agreement to the appropriate Saga representatives; and
- j. Provide accurate and detailed information when reporting violations, assisting in maintaining a safe and respectful community.

Violations of this Agreement may result in disciplinary actions, including warnings, temporary or permanent suspension of community privileges, or Account termination, as deemed appropriate by and in the sole discretion of Saga.

7. CONTRACTUAL RELATIONSHIP BETWEEN ASSOCIATION AND MANAGER

This section discusses the relationships you may decide to enter into with another User, including Contracts to sell Manager Services to another User.

7.1 MANAGEMENT CONTRACTS

Users, not Saga, are responsible for deciding whether to enter into agreements with other Users and for determining what the terms of those agreements will be.

As provided in Section 2 above, if an Association and a Manager decide to enter into a Management Contract, the Contract is a contractual relationship directly between the Association and the Manager; Saga is not responsible for and is not a party to any Management Contract and under no circumstances will any such Contract create an employment or any service relationship between Saga and any User.

With respect to any Management Contract, Associations and Managers may enter into any agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.), provided that those agreements do not conflict with, narrow, or expand Saga's rights and obligations under the Terms of Service, including this Agreement.

8. WORKER CLASSIFICATION

Associations, not Saga, are responsible for deciding whether to engage Managers as employees or independent contractors.

Associations are solely responsible for and assume all liability for determining whether Managers should be engaged as independent contractors or employees and engaging them accordingly. Association warrants its decisions regarding classification are correct and its manner of engaging Managers complies with applicable laws, regulations, and rules. Saga is not responsible for worker classification as between Association and Manager, and nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, franchisor-franchisee, or employer-employee relationship between an Association or Manager and Saga.

9. PAYMENT TERMS

This section discusses your agreement to pay Manager Service Fees on Management Contracts, what happens if an Association doesn't pay, and related topics.

9.1 PAYMENT METHOD SERVICES

Saga provides ACH availability through Vantaca to Users to deliver and receive payment and to pay fees to Saga. The Payment Method Services provided by Vantaca are intended for business use, and you agree to use the Payment Method Services only for business purposes and not for consumer, personal, family, or household purposes.

9.1.1 PAYMENT METHOD INSTRUCTIONS

Vantaca will deliver and receive funds deposited using the Payment Method Services only in accordance with this Agreement. Vantaca has fully delivered the Payment Method Services to you if Vantaca provides the Payment Method Services described in this Agreement and the Pricing Agreement. Vantaca is only obligated to perform those duties expressly described in this Agreement and the Pricing Agreement. Vantaca will deliver and receive payment funds from your Manager Payment Account in reliance on your authorization, this Agreement, or as required by applicable law. Users will designate a Payment Method through Vantaca, whether credit card, debit card, or ACH, in their Vantaca Account.

9.2 ASSOCIATION PAYMENTS ON MANAGEMENT CONTRACTS

This section describes when and how Association payments are made on their contracts with Managers.

- a. **Monthly Contracts.** Association becomes obligated to pay applicable amounts to Saga immediately upon sending a Management Contract offer. When Association authorizes the payment of the Manager Fees for a Monthly Contract under the Pricing Agreement, Association automatically and irrevocably authorizes and instructs Vantaca to charge Association's Payment Method for the Manager Fees and Management Contract.

Association acknowledges and agrees that for Monthly Contracts, failure by Association to decline or dispute a Monthly Invoice or request for payment is an authorization and instruction to deliver payment.

9.3 DISBURSEMENTS TO MANAGERS ON MANAGEMENT CONTRACTS

This section describes when Managers receive their funds.

Vantaca delivers funds from the Association to the Manager. A Manager can request delivery of available funds any time on a one-time basis or by setting up an automatic disbursement schedule.

- a. **Monthly Contracts.** Manager Fees are paid to Manager no later than the expiration of the five (5) day Dispute Period.

Except as expressly provided in the Terms of Service and as prohibited by applicable law, Vantaca may refuse to process or may hold the disbursement of the Manager Fees or any other amounts and offset amounts owed to Saga, or may take such other actions as we deem appropriate in our sole discretion, if: (a) we require additional information, such as Manager's tax information, government-issued identification, or other proof of identity, address, or date of birth; (b) we have reason to believe the Manager Fees may be subject to Dispute or chargeback; (c) we suspect a User has committed or attempted to commit fraud or other illicit acts on or through the Site or is using the Site unlawfully; (d) we believe there are reasonable grounds for insecurity with respect to the performance of obligations under this Agreement or other Terms of Service; or (e) we deem it necessary in connection with any investigation required by applicable law or necessary due to circumstances outside of our control after a commercially reasonable effort has been made by us due to such circumstances. If, after investigation, we determine that the hold on the disbursement of the Manager Fees is no longer necessary, Vantaca will release the hold as soon as practicable.

In addition, except as expressly provided in the Terms of Service and to the extent permitted by applicable law, we reserve the right to seek reimbursement from you, and you will reimburse us, if we: (i) suspect fraud or criminal activity associated with your payment, withdrawal, or Contract; (ii) discover erroneous or duplicate transactions; or (iii) have supplied our Services in accordance with this Agreement yet we receive any chargeback from the Payment Method used by you or the Association despite our provision of the Payment Method Services in accordance with this Agreement. You agree that we have the right to obtain such reimbursement by charging your Account(s), offsetting any amounts determined to be owing, deducting amounts from future

payments or withdrawals, charging your Payment Method, or using other lawful means to obtain reimbursement from you. If we are unable to obtain such reimbursement, we may, in addition to any other remedies available under applicable law, temporarily or permanently revoke your access to the Site and Services and close your Account.

9.4 NON-PAYMENT OR DEFAULT

This section describes an Association in default. Saga is not responsible for an Association's non-payment of fees.

An Association is in Default when it fails to pay the Manager Fees or any other amounts when due under the Terms of Service or a written agreement for payment incorporating the Terms of Service (signed by an authorized representative of Saga). For the avoidance of doubt, Association will be deemed to be in Default on the earliest occurrence of any of the following: (a) Association fails to pay the Manager Fees when due; (b) Association fails to pay a balance that is due or to bring, within a reasonable period of time but no more than 30 days after accrual of the charge, an Account current after a credit or debit card is declined or expires; (c) Association fails to pay an invoice issued to the Association by Saga within the time period agreed or, if no period is agreed, within 30 days; (d) Association initiates a chargeback with a bank or other financial institution resulting in a charge made by Saga for Manager Fees or such other amount due being reversed to the Association; or (e) Association takes other actions or fails to take any action that results in a negative or past-due balance on the Association's Account.

Saga does not guarantee that Association is able to pay or will pay Manager Fees, and Saga is not liable for and may reverse Manager Fees if Association is in Default or initiates a chargeback of funds with their financial institution. Manager may use the Dispute Resolution process as described in Section 8 in order to recover funds from Association in the event of a Default or may pursue such other remedies against Association as Manager chooses. If Saga recovers funds from an Association who initiated a chargeback or who is in Default pursuant to this Section 9.4, Saga will disburse any portion attributable to Manager Fees to the applicable Manager to the extent not already paid by Association or credited by Saga.

9.5 PAYMENT METHODS

Users agree to designate a Payment Method and authorize Saga to charge that Payment Method.

In order to use certain Services, Users must provide account information for at least one valid Payment Method.

Manager hereby authorizes Saga and/or Vantaca to run credit card authorizations on all credit cards provided by Manager, to store credit card and banking or other financial details as Manager's Payment Method consistent with our [Privacy Policy](#) (Section 4 above), and to charge Manager's credit card (or any other Payment Method) for any amounts owed under the Terms of Service, such as Membership Fees for subscription services. To the extent permitted by applicable law and subject to our [Privacy Policy](#), you acknowledge and agree that we may use

certain Third-Party Providers and service providers to process payments and manage your Payment Method information.

By providing Payment Method information through the Site or by authorizing payments with the Payment Method, Manager represents that: (a) Manager is legally authorized to provide such information; (b) Manager is legally authorized to make payments using the Payment Method(s); (c) if Manager is an employee or agent of a company or person that owns the Payment Method, that Manager is authorized by the company or person to use the Payment Method to make payments on the Site; and (d) such actions do not violate the terms and conditions applicable to Manager's use of such Payment Method(s) or applicable law.

When Manager authorizes a payment using a Payment Method via the Site, Manager represents that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from Manager's Payment Method(s), Manager is solely responsible for paying such amounts by other means.

Saga is not liable to any User if Saga does not complete a transaction as a result of any limit by applicable law or a financial institution, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. Saga will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement.

10. NON-CIRCUMVENTION

You agree to communicate through the Site and make and receive payments only through Vantaca for all relationships identified by you or any User by use of this Site. You further agree not to circumvent any relationship established by or among Saga, a Manager, or an Association using the Services of the Site. You further agree that for a period of five (5) years after you or a User no longer uses the Services of this Site, and any User continues in a business relationship engaging in property management services, Saga is owed a Conversion Fee as provided in this Section 10. Violations of this section constitute a serious breach and may result in permanent suspension of your Account and necessary legal action.

10.1 MAKING PAYMENTS THROUGH VANTACA

You agree to exclusively use Saga to make payments for work that arises out of a relationship you made through Saga from the date you first established the relationship and for a five (5) year period after termination or non-use of the Services provided by the Site.

You acknowledge and agree that a substantial portion of the compensation Saga receives for making the Site available to you is collected through the Service Fee described in Section 12.2.2 and that, in exchange, a substantial value to you are the relationships you make with other Users identified through the Services. Saga receives the Service Fee when an Association and a Manager pay and receive payment. Therefore, you agree to use Vantaca as your exclusive method to request, make, and receive all payments for work directly or indirectly with that User

or arising from that relationship and not to circumvent the Payment Method Services offered on the Site unless you pay a Conversion Fee to take the relationship off of the Site.

You agree that during the five (5) year period after termination or non-use of the Services of the Site, you will not:

- a. Offer, solicit, or accept any offer or solicitation from parties identified through the Site to contract, hire, invoice, pay, or receive payment in any manner other than through the Site;
- b. Invoice or report on the Site or in a Conversion Fee request an invoice or payment amount lower than that actually agreed, made, or received between Users; and
- c. Refer a User you identified on the Site to a third party who is not a User of the Site for purposes of making or receiving payments other than through the Site.

You agree to notify Saga immediately if a User suggests making or receiving payments other than through the Site in violation of this Section 10 or if you receive unsolicited contact outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Saga.

You acknowledge and agree that a violation of this Section 10 is a material breach of the Terms of Service and may result in your Account being permanently suspended and charged the Conversion Fee (defined above and in Section 10). This section still applies if you choose to cease using the Site, and you must pay the Conversion Fee for each User you wish to continue working with after you cease using the Site.

10.2 COMMUNICATING THROUGH THE SITE; NOT SHARING CONTACT DETAILS

Prior to entering into a Management Contract, you agree to communicate with other Users exclusively through the Site which includes your Saga provided email, phone number, and management software.

10.3 OPTING OUT

You may opt out of the Non-Circumvention Period if you pay a Conversion Fee.

You may opt out of the obligations in Section 10 with respect to each business relationship made through Saga only if the Association and Manager each pays Saga a Conversion Fee, which is a minimum of \$1,000 USD and up to \$50,000 USD for each relationship. The Conversion Fee will be split and paid evenly between the Association and Manager unless the parties agree and explicitly state otherwise in writing.

You understand and agree that if Saga determines that you have violated Section 10, it may (a) charge your Payment Method the Conversion Fee (including interest) if permitted by law or send you an invoice for the Conversion Fee (including interest), which you agree to pay within 30 days, (b) close your Account and revoke your authorization to use the Services, and (c) charge

you for all losses and costs (including any and all time of Saga's internal workforce) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees.

You agree that, for each year after termination or cessation of Services, the Conversion Fee is assessed on a sliding scale. If after termination or cessation of Services a business relationship continues with a User, the Conversion Fee shall be 13.5% the first year, 12.5% the second year, 10.5% the third year, 9.5% the fourth year, and 8.5% the fifth year of the estimated earnings over a twelve (12) month period, but no less than \$1,000 USD and no more than \$50,000 USD. Estimated earnings shall be calculated by taking the Hourly Rate (defined below) and multiplying it by 2,080.

Hourly Rate means (a) the highest hourly rate charged by the Manager on any Management Contract with the Association, if any; or (b) if there is no hourly rate on a Management Contract, the hourly rate in the Manager's profile when the conversion is requested. The Conversion Fee includes all applicable taxes and is not subject to the Marketplace Fee or other Service Fees.

RECORDS OF COMPLIANCE

Saga uses a platform, Vantaca, for creation, storage, and backup of your business records. You agree that in using Saga, your information will be securely stored in Vantaca.

10. WARRANTY DISCLAIMER

We are not responsible for the quality, safety, or reliability of our Services.

Saga and its affiliates make no representation or warranty about the Services, including that the Services will be uninterrupted or error-free, and provide the Services (including Content and information) on an "as is" and "as available" basis. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SAGA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, SAGA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU ACKNOWLEDGE THAT YOUR ABILITY TO REQUEST AND, IF APPLICABLE, OBTAIN PROPERTY MANAGEMENT AND OTHER SERVICES FROM THIRD-PARTY PROVIDERS IN CONNECTION WITH THE USE OF THE SAGA MARKETPLACE PLATFORM AND SERVICES DOES NOT ESTABLISH SAGA AS A PROVIDER OF PROPERTY MANAGEMENT OR OTHER SERVICES OR AS A PROPERTY MANAGER OR VENDOR.

SAGA IS NOT A PROPERTY MANAGEMENT COMPANY, DOES NOT MANAGE YOUR PROPERTY, AND USE OF THE SAGA MARKETPLACE PLATFORM IS ONLY OPEN TO REGISTERED USERS OF THE SAGA MARKETPLACE PLATFORM AND NOT TO THE GENERAL PUBLIC.

YOU ACKNOWLEDGE THAT INDEPENDENT THIRD-PARTY PROVIDERS, INCLUDING VENDORS, ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF SAGA IN ANY WAY.

YOU ACKNOWLEDGE THAT THE USE OF THIS PLATFORM IS NOT BUSINESS ADVICE ON HOW TO MANAGE OR OPERATE YOUR PROPERTY.

YOU FURTHER ACKNOWLEDGE THAT YOU HAVE A DUTY TO PERFORM DUE DILIGENCE ON ALL COMPANIES AND PERSONS LISTED ON THIS PLATFORM.

YOU ALSO ACKNOWLEDGE THAT ANY SAFETY RELATED EFFORT, FEATURE, PROCESS, POLICY, STANDARD, OR OTHER EFFORT UNDERTAKEN BY SAGA IN THE INTEREST OF PUBLIC SAFETY (WHETHER REQUIRED BY APPLICABLE REGULATIONS OR NOT) IS NOT AN INDICIA OF AN EMPLOYMENT, ACTUAL AGENCY, APPARENT AGENCY, OR OSTENSIBLE AGENCY RELATIONSHIP WITH AN INDEPENDENT THIRD-PARTY PROPERTY MANAGER OR VENDOR.

11. LICENSE

Subject to your compliance with these Terms, Saga grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any Content, information, and related materials that may be made available through the Services. Any rights not expressly granted herein are reserved by Saga and Saga's licensors. You may not: (a) remove any copyright, trademark, or other proprietary notices from any portion of the Services; (b) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Services except as expressly permitted by Saga; (c) decompile, reverse engineer, or disassemble the Services except as may be permitted by applicable law; (d) link to, mirror, or frame any portion of the Services; (e) cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (f) attempt to gain unauthorized access to or impair any aspect of the Services or Site or its related systems or networks.

12. LIMITATION OF LIABILITY

Any liability we may have to you is limited.

Saga is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to: (i) your use of or your inability to use our Site or Services; (ii) delays or disruptions in our Site or Services; (iii)

viruses or other malicious software obtained by accessing, or linking to, our Site or Services; (iv) glitches, bugs, errors, or inaccuracies of any kind in our Site or Services; (v) damage to your hardware device from the use of the Site or Services; (vi) the content, actions, or inactions of third parties' use of the Site or Services; (vii) a suspension or other action taken with respect to your Account; (viii) your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their Content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and (ix) your need to modify practices, Content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

Additionally, in no event will Saga, our affiliates, our licensors, or our Third-Party Providers be liable for any special, consequential, incidental, punitive, exemplary, or indirect costs or damages, including, but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities. The liability of Saga, our affiliates, our licensors, and our Third-Party Providers to any User for any claim arising out of or in connection with this Agreement or the other Terms of Service will not exceed the lesser of: (a) \$2,500; or (b) any fees retained by Saga with respect to Management Contracts in which User was involved as Association or Manager during the six-month period preceding the date of the claim.

These limitations will apply to any liability, arising from any cause of action whatsoever, arising out of or in connection with this Agreement or the other Terms of Service, whether in contract, tort (including negligence), strict liability, or otherwise, even if Saga has been advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose. Some states and jurisdictions do not allow for all of the foregoing exclusions and limitations, so to that extent, some or all of these limitations and exclusions may not apply to you.

13. RELEASE

You agree not to hold us responsible for any Dispute you may have with another User.

In recognition of the fact that Saga is not a party to any Contract between Users, you hereby release Saga, our respective officers, directors, agents, subsidiaries, joint ventures, employees, and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any Dispute you have with another User, including use of any information on this Site, whether it be at law or in equity that exist as of the time you enter into this Agreement. This release includes, for example and without limitation, any Disputes regarding the performance, functions, and quality of the Manager Services provided to Association by a Manager and any statements or representations made by Manager to the Association or Association to Manager about the scope, nature of Services, or compensation under any Agreement between them, and requests for refunds based upon Disputes.

14. INDEMNIFICATION

If your use of our Services results in a lawsuit or fine against Saga, you agree to cover our costs or losses as described below.

You will indemnify, defend, and hold harmless Saga and our respective directors, officers, employees, representatives, and agents for all indemnified claims and indemnified liabilities relating to or arising out of: (a) your or your agents' use of the Services, including any payment obligations or Default (described in Section 9.4 (Non-Payment or Default)) incurred through use of the Services; (b) any work product or User Content related to your use of the Services; (c) any Management Contract entered into by you or your agents, including, but not limited to, the classification of a Manager as an independent contractor and any employment-related claims; (d) your or your agents' failure to comply with the Terms of Service; (e) you or your agents' failure to comply with applicable law; (f) negligence, willful misconduct, or fraud by you or your agents; and (g) you or your agents' violation of any third-party right, including without limitation any right of privacy, publicity rights, or Intellectual Property Rights. For purposes of this Section 16, your agents include any person who has apparent authority to access or use your Account demonstrated by using your username and password.

15. AGREEMENT TERM AND TERMINATION

This section discusses when and how long this Agreement will last, when and how either you or Saga can end this Agreement, and what happens if either of us ends the Agreement.

17.1 TERMINATION

You and Saga both have the right to end this Agreement, but certain rights and obligations will survive after this Agreement ends.

Unless both you and Saga expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided in this Agreement. You may provide written notice to info@sagahoa.com. In the event you properly terminate this Agreement, your right to use the Services is automatically revoked, and your Account will be closed.

You agree that Saga is not a party to any Management Contract between Users. Consequently, you understand and acknowledge that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Management Contract entered into between Users. If you attempt to terminate this Agreement while having one or more open Management Contracts, you agree (a) you will instruct Saga to close any open Management Contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Contracts have closed on the Site and your access to the Site has been terminated; (c) Saga will continue to perform those Services necessary to complete any open transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Management Contracts, whichever is later, to Saga for any Services or such other amounts owed under the Terms of Service and to any Managers for any Manager Services.

Without limiting Saga's other rights or remedies, we may revoke or limit access to the Services, deny your registration, or revoke your access to the Site and refuse to provide any or all Services to you if: (i) you breach any terms and conditions of this Agreement or any portion of the Terms of Service; (ii) we have reasonable reason to believe that you have provided false or misleading information to us; (iii) we conclude that your actions may cause legal liability for you or others, may be contrary to the interests of the Site or the User community, or may involve illicit or illegal activity; or (iv) we are required to by law, legal process, or law enforcement. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or re-register for a new Account without Saga's prior written consent. If you attempt to use the Site under a different Account, we reserve the right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of Users' Account status to all Users, including you and other Users who have entered into Management Contracts with you. **You therefore agree that: if Saga decides to temporarily or permanently close your Account, Saga has the right (but no obligation) where allowed by law to: (1) notify other Users that have entered into Management Contracts with you of your closed Account status, and (2) provide those Users with a summary of the reasons for your Account closure. You agree that Saga will have no liability arising from or relating to any notice that it may or may not provide to any User regarding closed Account status or the reason(s) for the closure.**

17.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed, you will no longer have access to information or material you kept on the Site and any Content stored in your Account may be deleted, for which Saga expressly disclaims liability. Saga may retain some or all of your Account information as permitted or required by law and the [Privacy Policy](#).

17.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions related to arbitration, audits, intellectual property, non-circumvention, indemnification, fees owing to Saga, reimbursements, and limitations of liability each contemplate performance or observance after this Agreement terminates. The termination of this Agreement for any reason will not release you or Saga from any obligations incurred prior to termination of this Agreement or other parts of the Terms of Service or that may accrue related to any act or omission prior to such termination.

16. DISPUTES BETWEEN YOU AND SAGA

This section discusses your agreement with Saga and our agreement with you about how we will resolve any Disputes between us, including that we will both first try to resolve any Dispute informally and that we both agree to use arbitration instead of going to court or using a jury if we can't resolve the Dispute informally.

Please read the following paragraphs carefully because they require you and us to agree to resolve most all Disputes between you and us through binding individual arbitration.

18.1 DISPUTE PROCESS, ARBITRATION, AND SCOPE

If a Dispute arises between you and Saga or our affiliates, our goal is to resolve the Dispute quickly and cost-effectively. Accordingly, you, Saga, and our affiliates agree to resolve any and all claims, Disputes, or controversies that arise out of or relate to this Agreement, the other Terms of Service, your relationship with Saga (including without limitation any claimed employment with Saga or one of our affiliates or successors), the termination of your relationship with Saga, or the Services through binding arbitration on an individual basis in accordance with this Section 18.

claims that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203), Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (Public Law 117-90), or by generally applicable law are excluded from the coverage of this Arbitration Provision.

By agreeing to arbitrate Disputes under this Agreement, THE PARTIES ARE EXPRESSLY GIVING UP ANY AND ALL RIGHTS TO A JURY TRIAL OR COURT TRIAL BEFORE A JUDGE. The parties instead elect to have claims resolved by arbitration. The arbitrator's decision shall be final and binding on the parties, subject to review on the grounds set forth in the Federal Arbitration Act ("FAA").

18.2 RULES OF ARBITRATION AND CHOICE OF LAW

For Disputes arising in any state of the United States, the arbitration will be administered by JAMS Mediation, Arbitration, and ADR Services in accordance with the ADR Rules in effect at the time that the claim is brought, unless the parties agree otherwise in writing. The arbitration shall be heard by one arbitrator selected in accordance with the ADR Rules. The arbitrator will be selected by the parties pursuant to the JAMS policies and procedures. Such arbitrator shall have operations in the state in which the Dispute arises and will be either (i) a retired judge or (ii) an attorney licensed to practice law.

This Agreement, the other Terms of Service, and any claim will be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions; provided, however, that any claims made by any Manager located within the United States will be governed by the law of the state in which such Manager resided at the time the Dispute arose.

18.3 INFORMAL DISPUTE RESOLUTION

Before serving a demand for arbitration of a claim, you and Saga agree to first notify each other of the claim. You agree to notify Saga of the claim by email to info@sagahoa.com, and Saga agrees to provide to you a Notice of Claim at your email address on file. You and Saga may then seek informal voluntary resolution of the claim. Any Notice of Claim must include pertinent Account information, a brief description of the claim, and contact information, so that you or Saga, as applicable, may evaluate the claim and attempt to informally resolve it. Both you and Saga will have 30 days from the date of the receipt of the Notice of Claim to informally resolve the other party's claim and avoid the need for further action.

18.4 BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE UNITED STATES AND ITS TERRITORIES)

This Arbitration Provision applies to all Users located in or who reside in the United States and its territories.

In the unlikely event the parties are unable to resolve a claim within 30 days of the receipt of the applicable Notice of Claim, you, Saga, and our affiliates agree to resolve the claim by final and binding individual arbitration before an arbitrator from JAMS, unless a different arbitration provider is selected, instead of a court or jury. JAMS may be contacted at www.jamsadr.com.

18.4.1 SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION

This Arbitration Provision applies to any claim the parties may have, whether based on past, present, or future events, and includes all claims and Disputes that arose between the parties before and after the Effective Date of this Agreement and survives after your relationship with Saga ends. For the avoidance of doubt, claims covered by this Arbitration Provision include, but are not limited to, all claims, Disputes, or controversies arising out of or relating to this Agreement and the Terms of Service. This Arbitration Provision is intended to apply to the resolution of Disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. If for any reason JAMS will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

Except as otherwise provided in this Agreement, arbitration will be conducted in Denver, Colorado, in accordance with the ADR Rules then in effect. Arbitration of disputes brought by a User that allege a violation of a consumer protection statute will also be subject to the JAMS Consumer Arbitration Minimum Standards, and such arbitrations will be conducted in the same state and within 25 miles of where the User is located. Claims by Managers that allege employment or worker classification disputes will be conducted in the state and within 25 miles of where Manager is located in accordance with the ADR Rules then in effect. The applicable ADR Rules may be found at www.jamsadr.com or by searching online for "JAMS Streamlined Arbitration Rules & Procedures." Any Dispute regarding the applicability of a particular set of ADR Rules shall be resolved exclusively by the arbitrator. Any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and Saga will follow the applicable ADR Rules with respect to filing or initial appearance and arbitration fees. The arbitrator shall follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

This Arbitration Provision does not apply to litigation between Saga and you that is or was already pending in a state or federal court. Notwithstanding any other provision of this Agreement, no amendment to this Arbitration Provision will apply to any matter pending in an arbitration proceeding brought under this Section 18 unless all parties to that arbitration consent in writing to that amendment.

This Arbitration Provision also does not apply to claims for workers compensation, state disability insurance, or unemployment insurance benefits.

Nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim, or charge otherwise covered by this Arbitration Provision. This Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. Nothing in this Arbitration Provision prevents or excuses a party from satisfying any conditions precedent or exhausting administrative remedies under applicable law before bringing a claim in arbitration. Saga will not retaliate against you for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

18.4.2 INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision is the full and complete agreement relating to the formal resolution of claims. The arbitrator shall have exclusive jurisdiction to decide all disputes arising out of or relating to the arbitrability of a claim or the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, breach, or validity of the Arbitration Provision or any portion of the Arbitration Provision, except as expressly provided below. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that, except as provided by the Class and Collective Waiver section below, the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Arbitration Provision, this Agreement, or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

18.4.3 CLASS AND COLLECTIVE WAIVER

Private attorney general representative actions under the Colorado Labor Code are not arbitrable, not within the scope of this Arbitration Provision, and may be maintained in a court of law. However, this Arbitration Provision affects your ability to participate in class or collective actions. Both you and Saga agree to bring any Dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any Dispute to be brought, heard, or arbitrated as a class or collective action, or as a member in any such class or collective proceeding (“**Class Action Waiver**”). Notwithstanding any other provision of this Agreement or the ADR Rules, Disputes regarding the enforceability, revocability, scope, validity, or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If there is a final judicial determination that all or part of the Class Action Waiver is unenforceable or that an arbitration can proceed on a class basis, then the Arbitration Provision herein shall be considered null and void in its entirety and the class or collective action to that extent must be litigated in a civil court of competent jurisdiction. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings. You and Saga agree that you will not be retaliated against as a result of your filing or participating in a class or collective action in any forum. However, Saga may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.

18.4.4 ENFORCEMENT OF THIS ARBITRATION PROVISION

This Arbitration Provision replaces all prior agreements regarding the arbitration of Disputes and is the full and complete agreement relating to the formal resolution of Disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

17. GENERAL

Additional terms of the agreement between you and Saga, including that this Agreement and the Terms of Service contain our full agreement, how the agreement will be interpreted and applied, and your agreement not to access the Site from certain locations.

19.1 ENTIRE AGREEMENT

This Agreement, together with the other Terms of Service, is the only agreement between you and us regarding the Services and supersedes all prior agreements for the Services and any prior agreements between us for actions occurring after the Effective Date of this Agreement.

19.2 MODIFICATIONS; WAIVER

We may modify these terms and will provide you reasonable advance notice of substantial changes.

Subject to the conditions set forth herein, Saga may amend this Agreement and any of the other agreements that comprise the Terms of Service at any time by posting a revised version on the Site. Saga will provide reasonable advance notice of any amendment by posting the updated Terms of Service on the Site and providing notice on the Site or by email. Any revisions to the Terms of Service will take effect on the noted effective date. No modification or amendment to the Terms of Service will be binding upon Saga unless they are agreed in a written instrument signed by a duly authorized representative of Saga or posted on the Site by Saga. Email will not constitute a written instrument as contemplated by this Section 19.2.

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this Agreement.

19.3 ASSIGNABILITY

You may not transfer any rights you have under our Terms of Service unless we give you approval.

This Agreement, the Terms of Service, and any rights or obligations hereunder may not be transferred or assigned by you unless you follow the provisions in this section.

In order to assign the Terms of Service or your Account to a successor after an acquisition of your company or substantially all of your assets, a merger, or another change in majority ownership of your company, you must provide email notice to info@sagahoa.com that includes (a) your Account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, (f) a statement indicating the manner in which your company was acquired, (g) the name and contact information of the acquiror, and (h) the effective date of such change in ownership. If Saga does not object via email within five (5) business days of sending of an email or seven (7) business days of the mailing of a written notice, then the assignment is permissible, provided in both cases that such notice is properly addressed.

No other assignments are valid without Saga's prior written consent, which can be requested via email or letter at the above email address. Any other attempted transfer or assignment will be null and void.

19.4 SEVERABILITY; INTERPRETATION

If any provision of this Agreement is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect. To the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in one

jurisdiction will not in any way affect the legality, validity, or enforceability of that or any other provision in any other jurisdiction.

19.5 FORCE MAJEURE

When certain circumstances beyond your or our control arise, we both will be temporarily relieved from performing our obligations under this Agreement.

The parties to this Agreement will not be responsible for any delay or failure to perform any obligation under this Agreement for a reasonable period due to labor disturbances, accidents, fires, floods, pandemics, telecommunications or Internet failures, strikes, wars, riots, rebellions, terrorism, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law, or any other similar event beyond the parties' reasonable control.

19.6 PREVAILING LANGUAGE AND LOCATION

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States.

19.7 CONSENT TO USE ELECTRONIC RECORDS

Saga and its Affiliates may need to provide you with certain communications, notices, agreements, statements, or disclosures in writing regarding our Services. You consent to receive these records electronically from Saga and its affiliates rather than in paper form.

Pricing Agreement – Manager

Effective Date: 09/01/2023

This Pricing Agreement (the “**Agreement**”) is between you and Saga. This Agreement (1) provides information on the fees Saga charges for the use of the Site’s communication, invoicing, any potential dispute resolution, and Payment Method Services; (2) includes the eligible Users’ authorization for debits and credits from and to their designated bank accounts via ACH; and (3) defines the terms and conditions under which Saga offers and you agree to use Saga’s Contract Services. This Agreement is part of and incorporates by reference the Saga Terms of Use and other Terms of Service. This Agreement is in addition to and, except where explicitly stated, does not supersede, replace, or limit other similar terms in the Terms of Service. Capitalized terms not defined herein are defined in the Terms of Use or elsewhere in the Terms of Service.

By clicking to accept the Terms of Service on the Site or by continuing to use the Site or the Services on or after the Effective Date noted above, you accept and agree to this Agreement. To the extent permitted by applicable law and except as otherwise provided in the Terms of Service, we may modify this Agreement without prior notice to you, and any revisions to this Agreement will take effect when posted on the Site unless otherwise stated. However, we will provide advance notice of any increase in prices or fees affecting current Users. Please check the Site often for updates.

IN ORDER TO USE SAGA’S CONTRACT SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND THE ARBITRATION AND CLASS ACTION WAIVER IN THE TERMS OF USE IF YOU DO NOT ACCEPT THESE TERMS, INCLUDING THE ARBITRATION AND CLASS ACTION WAIVER, YOU MAY NOT ACCESS OR USE ANY OF SAGA’S CONTRACT SERVICES.

1. DIGITAL SIGNATURE AND COMMUNICATIONS

By accepting any Management Contract, you are considered to have electronically executed this Agreement, in accordance with applicable laws such as C.R.S. § 24-71-101 and the federal Electronic Signatures in Global and National Commerce Act. This electronic execution signifies your agreement to conduct the transaction electronically and confirms your ability to receive, download, and print this Agreement.

You agree that any written communications and notices required herein may be provided electronically, including by email or support ticket, if applicable, to the User’s registered email address or to Saga at info@sagahoa.com. Users are solely responsible for maintaining a current, active email address registered with Saga, for checking their registered email address and inbox, and for responding to notices sent by Saga to the User’s registered email address. Any communication sent to Saga via U.S. mail or similar service will be deemed timely if received by Saga by the applicable deadline.

2. CONTRACT SERVICES

With Saga's Contract Services, a Manager can create and send Management Contract proposals to any eligible Association or invite any eligible Association to create a Management Contract proposal. If either Association or Manager creates the Management Contract proposal and the other party accepts the proposal through the Contract Services, the Association and Manager will enter into a Management Contract.

There are two ways for Managers and Associations to be connected through Saga:

1. **Association to Manager.** Should an Association wish to propose a Management Contract to a Manager, the Association will find the Manager on the Site and can click "Indicate Interest" to submit an email to that Manager expressing the Association's interest. The Manager will then be prompted via email to respond "Yes, I'm interested" or "No, I'm not interested" in the potential Contract. If the Manager selects "Yes, I'm interested," Saga is notified and will pair the Manager and Association in a chat room in Slack. From there, should the Association and Manager decide to work together, Saga will prompt both Users to create Vantaca Accounts for the purpose of making payments.
2. **Manager to Association.** If a Manager has a Gold Membership, they will be able to click on the Associations that are looking for Manager and can then send an "I'm Interested" email to the Association. Should the Association indicate interest in the Manager, Saga is notified and will pair the Manager and Association in a chat room in Slack. From there, should the Association and Manager decide to work together, Saga will prompt both Users to create Vantaca Accounts for the purpose of making payments.

2.1 MANAGEMENT CONTRACTS

In a Management Contract, the Association hires and agrees to pay the Manager an agreed upon amount for the Manager Services. The Manager and Association agree that the Manager Fees are paid monthly for Manager Services. The Manager agrees to submit to the Association a Monthly Invoice for the agreed upon Manager Fee by no later than the fifth (5th) day of each month for processing and payment. The Association hereby agrees to review and approve the Monthly Invoices submitted by the Manager within 48 business hours of receipt. Failure to do so will result in an automatic approval of the Monthly Invoice. Both parties acknowledge and agree to these terms as a binding part of their Management Contract.

Upon accepting a Management Contract, the Association agrees to deliver funds equivalent to the monthly rate agreed upon by both parties. Association is authorized to make the payment through Vantaca and deliver funds to the Manager in instances where the Monthly Invoice is not disputed.

2.2 MONTHLY INVOICES

Monthly Invoices are generated in Vantaca and sent to the Association on an agreed upon schedule, but no later than the fifth (5th) day of each month.

By sending the Monthly Invoice to an Association through Vantaca, Manager represents and warrants that (i) Manager has completed the applicable Manager services fully and satisfactorily; and (ii) the Monthly Invoice is true, accurate, and complete.

2.3 MONTHLY INVOICE REVIEW

Association must review and approve or dispute the Monthly Invoice by 11:59 PM MST on the fifth (5th) day following the receipt of the Invoice. During this Dispute Period, Association may initiate a Dispute as to some or all of the amounts invoiced on the Monthly Invoice as described in this Section 2.3.

At the end of the five-day Dispute Period, Association will be deemed to have approved all undisputed amounts on the Monthly Invoice.

2.4 TERMINATION OF MANAGEMENT CONTRACTS

Each Management Contract you enter into with an Association shall include a termination clause of no less than 30 days. As the Manager, you agree to fulfill all contractual obligations with the Association and assume responsibility for the smooth transition of Services to another member of the Saga network or an external management company. In the event of Service cancellation, if the Manager demonstrates unwillingness, neglect, or inability to perform, the Manager shall bear the full costs associated with the transition. Furthermore, the Manager shall be solely responsible for any legal fees incurred during the termination process.

3. DELIVERY OF FUNDS

By sending a Management Contract proposal to a Manager or accepting a Management Contract proposal from a Manager, the Association agrees to deliver the full amount of the Management Contract to the Manager through Vantaca.

3.1 DELIVERY OF FUNDS TO MANAGER

Upon completion of the agreed-upon Services and the Manager's submission of a Monthly Invoice or other request for payment, the Association shall initiate the payment process through Vantaca. The Association acknowledges that the Manager is entitled to prompt and timely payment for the completed Services.

The following delivery conditions apply:

- a. By signing this Agreement, the Association and Manager agree to use Vantaca's Service Contract for Payment Delivery.
- b. Association has approved all or a portion of the Manager's Monthly Invoice.
Association's failure to dispute a Monthly Invoice, or a portion of a Monthly Invoice,

- within the Dispute Period pursuant to this Agreement constitutes approval by the Association for purposes of this delivery condition.
- c. The Association shall make payment to the Manager using their designated Payment Method through Vantaca within five (5) business days from the receipt of the Monthly Invoice.
 - d. The payment amount shall be either the full amount of the Monthly Invoice for the Services provided.
 - e. In the event of a Dispute:
 - i. Saga may review the Dispute and determine that the amount invoiced is correct and payable under the Management Contract.
 - ii. Association and Manager may resolve the Dispute without the assistance of Saga.
 - iii. In the event the Dispute is taken to court or arbitration, payment will be made upon the issuance of a final order of a court or arbitrator of competent jurisdiction from which appeal is not taken, in which case the funds will be delivered in accordance with such order

4. INSTRUCTIONS TO PAY IRREVOCABLE

Association's instruction to pay a Manager is irrevocable. Such instruction is Association's authorization to charge Association's Payment Method. Such instruction is also Association's representation that Association has received, inspected, and accepted the subject work or expense. Association acknowledges and agrees that upon receipt of Association's instruction to pay Manager, funds will be transferred to the Manager through Vantaca and that Saga has no responsibility to and may not be able to recover such funds. Therefore, Association agrees that once Association's Payment Method has been charged, the charge non-refundable.

5. REFUNDS AND CANCELLATIONS

Association and Manager are encouraged to come to a mutual agreement if refunds or cancellations are necessary. Association and Manager have the ability to cancel any Management Contract by contacting Saga.

5.1 CANCELLATIONS

If a User wants to cancel a Management Contract, the following process will be followed:

- a. Manager or Association must initiate the cancellation by emailing info@sagahoa.com. Upon receiving the cancellation request, both parties will have seven (7) calendar days to either approve or dispute the cancellation.
- b. Upon cancellation of the Management Contract, Manager and Association agree that the Association's Payment Method does not pay the Manager for any work not yet completed by Manager and all funds not yet paid for completed Manager Services will be immediately delivered to the Association.
- c. Manager may issue a refund to Association up to the full amount paid on a Management Contract in the past 180 days by emailing info@sagahoa.com. Manager

- may not issue a refund in an amount greater than the combined amount of funds initially delivered.
- d. If the Manager or Association takes no action within seven (7) calendar days from the date of the cancellation notification sent by Saga, it is agreed that all funds held in connection with the Management Contract will be immediately delivered to the Association.
 - e. If either party disputes the cancellation, they may request that Saga provide Dispute Resolution assistance; however, Saga may choose, in its sole discretion, to decline to provide such assistance.

6. TERM AND TERMINATION

This Agreement shall remain in effect for every Management Contract you engage in until each Management Contract is terminated or finishes and you cease using the Site and Services.

7. CONFIDENTIALITY

You agree to keep any Personal Information obtained during the course of your engagement of Saga's Services and/or with another User confidential and not disclose it to any third party without the express written consent of the User, except as required by law.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where Saga operates. Any Disputes arising under or in connection with this Agreement shall be resolved through good-faith negotiations between the Parties. If the Parties are unable to reach a resolution, any unresolved Disputes may be submitted to the exclusive jurisdiction of the courts in the relevant jurisdiction.

9. DISPUTES BETWEEN ASSOCIATION AND MANAGER

9.1 DISPUTES INITIATED VIA THE PLATFORM

Association may dispute Manager's hours invoiced on the Monthly Invoice for the prior billing cycle during the five (5) business days following receipt of the Monthly Invoice. It is Association's responsibility to review every Monthly Invoice it receives and to file any Disputes during the Dispute Period. Once the Dispute Period expires, Association will be deemed to have accepted the Monthly Invoice and can no longer dispute it.

Association or Manager may also dispute funds that have already been delivered by Association to Manager. The Dispute must be initiated within 30 calendar days of the date that funds have been delivered to the Manager in order to be eligible for any Dispute Resolution facilitated by Saga. Any Dispute over funds that have been delivered by Association more than 30 days prior to the date the Dispute is filed is no longer eligible for Saga's review.

Association may choose to approve Manager's Monthly Invoice prior to the end of the Dispute Period thereby releasing payment for to the Manager. If Association releases payment to Manager prior to the end of the Dispute Period, Association certifies that it approves the Invoice, accepts the work, and waives any further right to dispute the work or Invoice.

Disputes handled by Saga can only address the hours billed and Manager Fees paid, not the quality of the Manager Services or the work product provided under Management Contracts.

You acknowledge and agree that Saga or its affiliates may, at their sole discretion, withhold or delay payment in the event of a Dispute between an Association and a Manager. You further acknowledge and agree that Saga and its affiliates are not and will not be a party to any Dispute between an Association and Manager over a Monthly Invoice or Management Contract.

9.2 SAGA DISPUTE RESOLUTION

All Users agree to attempt in good faith to resolve any Dispute with another User. If a Dispute cannot be resolved, either User may request Saga intervene to discuss the Dispute and seek a mutually agreed upon resolution between the Users. Saga is not under any obligation to attempt to resolve a Dispute between Users. If a Dispute between Users is not resolved, regardless of whether Saga attempts to resolve the Dispute, the Users agree to submit any unresolved Dispute to mediation prior to seeking binding arbitration of their Dispute. All such arbitrations shall utilize the arbitration process and procedures in the Arbitration Provision (Section 18.4.2 of the Terms of Use).

If Manager or Association seeks an order from an arbitrator or court that might directly include or involve Saga, that party will (a) give Saga at least fifteen (15) business days' prior notice of the hearing on the order; (b) include in any such order a provision that, as a precondition to any obligation affecting Saga, Saga be paid in full for any amounts to which we would otherwise be entitled; and (c) include in any such order a provision that, as a precondition to any obligation affecting Saga, Saga be paid for the reasonable value of the services the order obligates us to undertake.

10. NO RESPONSIBILITY FOR SERVICES OR PAYMENTS

Saga does not have any responsibility or control over the Manager Services that Association purchases. Nothing in this Agreement deems or will be interpreted to deem Saga or any affiliate as Association's or Manager's agent with respect to any Manager Services, or expand or modify any warranty, liability, or indemnity stated in the Terms of Service. For example, Saga does not guarantee the performance, functionality, quality, or timeliness of Manager Services or that an Association can or will make payments.

11. VIOLATION OF SAGA TERMS OF SERVICE OR LAW

Manager and Association acknowledge and agree that if, in Saga's sole discretion, Saga believes that fraud, illegal activity, or a violation of the Terms of Service has been committed or is being committed or attempted, then Association and Manager irrevocably authorize and instruct Saga

to take such actions as deemed appropriate, in Saga's sole discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation, to return the funds associated with such acts to their source of payment. This Section 11 allows Saga—as permitted by law but otherwise in its sole discretion—to deliver funds to an Association's Payment Method, deliver funds to the Manager Payment Account, or to turn funds over to third parties such as law enforcement.

12. SAGA FEES

Managers agree to pay Saga certain fees in exchange for Saga providing the Services and agree that Saga may collect certain taxes.

12.1 MANAGER MEMBERSHIP PROGRAMS

Saga offers Membership Programs for Managers. Each Membership Program includes the ability to create your unique Profile. With the Gold subscription, you are able to view communities looking for management.

Saga reserves the right to change Membership Fees or institute new fees at any time, in each case upon reasonable notice posted in advance on the Site. No refunds of fees already paid will be given. If Saga exercises its right to cancel a Membership, we will not refund the Membership Fee already paid.

12.1.1 TAXES

Where applicable, Saga may also be required to collect taxes on Membership Fees.

12.1.2 AUTOMATIC MEMBERSHIP RENEWAL

You must pay your Saga Membership Fees through Stripe. The Membership Program billing period begins on the date that we receive payment. Saga Membership Fees are calculated from the beginning of that billing period. Saga automatically renews your Saga monthly Membership Program, and you irrevocably authorize and instruct us to make the required monthly payments to Saga on your behalf. This authorization will remain in full force and effect until you change your settings in your Profile to change your Membership Program, otherwise notify us that you wish to revoke your authorization by contacting info@sagahoa.com or cancel your Account.

12.1.3 CHANGES TO MEMBERSHIP PROGRAM

You can change your Membership Program at any time, including by moving to an unpaid plan, by going to www.sagahoa.com. If you change your Membership Program, the new program and new billing period will be based upon the date Saga receives payment of the new Membership Fee. If you upgrade a Membership, it will result in a new billing date effective upon the date of payment of the additional fees. If you downgrade a Membership, you will not receive a refund or credit for the fees already paid; instead, your Membership will continue to the end of your current billing period and will renew on the first day of the next billing period at the rate for the

lower Membership Program you have selected. If your Account is suspended at the beginning of your billing period or you do not pay your Membership Fees, your Account will be automatically downgraded to an unpaid Membership Program. If your Account is reinstated, you may change your Membership Program as described in this Agreement. Saga reserves the right to modify its Membership Programs at any time, upon reasonable notice posted in advance on the Site.

For more information on upgrading, downgrading, or canceling your Membership, check www.sagahoa.com or contact info@sagahoa.com.

12.2 FEES CHARGED TO MANAGERS

Pursuant to the Terms of Use, we charge Managers a Service Fee on the amounts of Manager Fees paid to the Manager by an Association on a Management Contract. Where applicable, Saga may also collect taxes on Service Fees.

Additionally, the use of various Payment Methods offered through the Site and the Services may incur added fees or charges. All Payment Methods will be posted on the Site along with any associated fees or charges, which we may update from time to time at our sole discretion. By selecting a Payment Method subject to additional fees or charges, you thereby authorize us to charge to you and to collect from you (consistent with this Agreement, the Terms of Use, or elsewhere in the Terms of Service) any fees, charges, or taxes described in this Section 12.

- a. **Service Fees.** Managers agree to pay Saga a Service Fee for the use of the Services (including marketing, invoicing, reporting, payment, and any Dispute Resolution services it may provide). Manager is responsible for paying all Service Fees. When an Association pays a Manager for a Management Contract, Saga will be paid a fee on that Management Contract. Manager hereby irrevocably authorizes and instructs Saga to be paid the Service Fee from the Manager Payment Account.
- b. **Membership Fees.** Managers may also choose to subscribe to different levels of participation and privileges on the Site to access additional features and Services by payment of subscription Membership Fees.
- c. **Schedule A Fees.** Manager Fees include those on Schedule A of the Management Agreement or those mutually agreed upon by Association and Manager. Manager authorizes Saga to receive twenty percent (20%) of all Schedule A expenses billed by Manager to Association. Such payment will be made monthly using the Manager's designated Payment Method.

12.2.1 NO FEE FOR INTRODUCING OR FOR FINDING USERS

Saga does not introduce Associations to Managers or vice versa. Saga offers a platform that enables Managers to introduce themselves and may from time-to-time highlight Managers that may be of interest. Therefore, Saga does not charge a fee when a Manager finds a suitable Association.

12.2.2 TIERED PRICING

We will charge you a Service Fee based on the total Manager Fees charged by you to each Association you engage through Saga (less any refunds or reversals) for the duration of your relationship with each Association. A Service Fee applies to each and every separate Association with which the Manager engages in a Saga Relationship. Unless different pricing applies, as described in Sections 12, the Service Fee rates decrease when the total Manager Fees you charge to an Association increase to meet certain thresholds as follows:

TOTAL MANAGER FEES CHARGED TO ASSOCIATION PER MONTH (per Association)	SERVICE FEE RATES
\$300.00 and below	20%
\$300.01 to \$750.00	15%
\$750.01 and up	10%

Below are some examples of Tiered Pricing.

Example 1. Monthly Contracts

If a Manager and an Association enter into a Management Contract together and agree to a \$600/month Management Contract, the Service Fee will be calculated as follows:

MANAGER FEES	SERVICE FEE RATES	SERVICE FEES
\$600	15%	\$90 (\$600 x 15%)
<i>Total Manager Fees: \$600</i>		<i>Total Service Fees: \$90</i>

Note: The Service Fee will appear as a single amount in Vantaca and your Account. Examples in this Agreement are provided for illustrative purposes only and are not binding. Because of rounding, the Service Fees charged may differ slightly.

Saga reserves the right to change the fees of the Memberships, features, Services, and options offered on the Site, or institute new fees at any time, in each case upon reasonable notice posted in advance on the Site for existing Users.

13. TAXES

Saga's fees are exclusive of taxes. Saga does not collect taxes it is not required to collect, but Saga may be required by applicable law to collect certain taxes or levies, including income tax or VAT (which some jurisdictions refer to as GST or local sales taxes). These collection requirements and rates may change based on changes to the law in your area. Any amounts Saga is required to collect or withhold for the payment of any such taxes shall be collected in addition to the fees owed to Saga under the Terms of Service.

14. AUTHORIZATION FOR ACH DEBITS AND CREDITS AND OTHER TRANSACTIONS

If Users agree, and to the extent permitted by Saga in its sole discretion, Users may pay Manager Fees, Membership Fees, Service Fees, and other fees owed under the Terms of Service from their designated bank accounts through Vantaca. Subject to Saga's eligibility requirements, if you elect to pay Manager Fees or any other amounts owed under the Terms of Service via ACH transfers from your designated bank account, you hereby authorize Vantaca to electronically debit and, if necessary, electronically credit your designated bank account via ACH for such amounts pursuant to the Terms of Service, and you agree to comply with the ACH rules issued by the National Automated Clearing House (NACHA) and all applicable laws, including, but not limited to, the federal Bank Secrecy Act, the U.S.A. Patriot Act, and economic sanctions overseen by the Office of Foreign Assets Control (OFAC). Your authorization for ACH transfers contained in this Section 14 will remain in full force and effect until you notify us that you wish to revoke your authorization by removing your bank account information from your Vantaca Profile or by emailing info@sagahoa.com. You understand that Vantaca may require at least five (5) business day's prior notice in order to cancel your authorization for ACH transfers contained in this Section 14.

You must notify us of any change in your designated bank account's information at least five (5) business days before any such change by updating your bank account information in your Vantaca Profile. If Vantaca does not receive notice at least five (5) days before any such change, they may attempt, in their sole discretion, to implement such change prior to any ACH debit or credit transfer performed pursuant to your authorization provided in this Section 14. However, they assume no responsibility for their failure to do so.

You may view a history of your Account transactions by logging in to Vantaca. You are solely responsible for promptly reconciling your Account transaction history with the transaction records for your bank account. You must notify us of any errors or discrepancies in your Account transaction history within 30 days of when the error could be viewed in your Account transaction history on Vantaca. If you do not notify us of an error within 30 days of when the error could be viewed in your Account transaction history on Vantaca, you will forfeit the right

to contest the error, except to the extent such forfeiture is prohibited by applicable law or the NACHA rules.

Subject to the foregoing notice requirement: (a) if and to the extent an error is caused on our end, we will correct the error, and (b) if an error is caused by you, we may, but are under no obligation to, attempt to correct the error and will offset any costs we incur from any funds returned to your bank account, as applicable.

15. ROLE OF SAGA AND USER RESPONSIBILITIES

You understand and agree that Saga is not a party to any Management Contract, is not involved in or responsible for any work performed by Managers, is not involved in or responsible for any payment made under a Management Contract, and has no control over any Manager or Association. Saga does not have any power or authority to, and does not, determine any eligibility standards for any Management Contract, select or contract any Manager to provide services to an Association, determine or control any term or condition of the Management Contract, or cause any Manager or Association to accept any Management Contract or perform any Manager Services.

16. OTHER TERMS

Together with the Saga Terms of Use and other Terms of Service, this Agreement represents the entire agreement with Saga and supersedes all prior agreements and understandings with respect to the matters covered. You agree that you did not accept this Agreement based on any representations, whether written or oral, other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights, will be effective unless in writing signed by you and Saga. Notwithstanding the foregoing, to the extent permitted by applicable law, Saga may amend this Agreement with prior notice at any time. The posting of the amended Agreement on Saga's Site will constitute notice. Your continued use of the Services after the effective date of a revised version of the Agreement or notice to you of the updated Agreement constitutes your acceptance of its terms and agreement to be bound by its terms.