

Terms of Service

1. Acceptance of Terms

By accessing or using HOA Guru (“Service”), you agree to comply with and be bound by these Terms of Service (“Terms”). If you do not agree to these Terms, do not use our Service.

2. Description of Service

HOA Guru provides a cloud-based software for managing HOAs (homeowner associations), COAs (condominium associations), POAs (property owner associations) and similar entities. The Service is subject to the following Terms and is available to users in the United States only.

3. User Accounts

To access certain features of the Service, you must create an account. You are responsible for maintaining the confidentiality of your account and password. You agree to notify us immediately of any unauthorized use of your account.

4. Subscription and Payment

Our services are available on a subscription basis. You agree to pay all fees and charges specified when you subscribe. Subscriptions are billed annually. We do not offer a money-back guarantee for subscribers. All fees are non-refundable.

5. User Conduct

You agree to use the Service only for lawful purposes. You are prohibited from:

- Using the Service for any illegal activities
- Harassing, threatening, or abusing others
- Disrupting the Service
- Attempting to gain unauthorized access to the Service or its related systems or networks

6. Intellectual Property

All content and software provided by HOA Guru are the property of Vivitech Software, LLC. You are granted a limited, non-exclusive, non-transferable license to use the Service in accordance with these Terms.

Except as set out in this Section 6 or elsewhere in these Terms of Service, no part of the Services and no intellectual property (including without limitation all course code, databases, functionality, software, website designs, audio, video, text, data, photographs, graphics, trademarks, logos or service marks) may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without HOA Guru’s express prior written permission.

7. Data and Privacy

We collect and use your data in accordance with our Privacy Policy. By using the Service, you consent to the collection and use of your data as outlined in our Privacy Policy. [Privacy Policy](#)

8. Service Availability and Modifications

We reserve the right to modify or discontinue the Service at any time, with or without notice. We are not liable for any interruptions or downtime. We will make reasonable efforts to notify users of significant changes to the Service.

Nothing in these Terms of Service will be construed to obligate HOA Guru to maintain and support the Service or to supply any corrections, updates, or releases in connection with the Service.

9. Termination

We may terminate your access to the Service if you violate these Terms or for any other reason at our sole discretion. Upon termination, you will no longer have access to the Service or your data. You may also terminate your account at any time by contacting us.

You can terminate your subscription at any time by contacting HOA Guru using the contact information provided below. Your termination will take effect at the end of the current paid term. HOA Guru will not refund for any remaining prepaid period. These Terms of Service shall survive any termination of services.

10. Disclaimers and Limitation of Liability

The Service is provided "as is" without warranties of any kind, either express or implied. HOA Guru does not warrant that the Service will be uninterrupted or error-free. Our liability is limited to the maximum extent permitted by law. In no event shall HOA Guru be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, THE MAXIMUM AGGREGATE LIABILITY OF HOA GURU AND ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE THE AMOUNT OF THE MONTHLY SUBSCRIPTION FEES PAID UNDER THESE TERMS FOR THE TWO MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO THE CLAIM. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. Data Security

Although HOA Guru performs regular backups of user data, you are solely responsible for all user data that you transmit or that relates to any activity you have undertaken using the Services. To the extent allowed under applicable law, HOA Guru disclaims liability for, and you agree that HOA Guru has no liability for, any loss or corruption of any such user data. Upon cancellation, termination or expiration of a subscription or termination of the Service by a subscriber, user data will be preserved for thirty days and, upon request, made available to Subscriber within a commercially reasonable timeframe. After such timeframe, such user data may be permanently deleted from HOA Guru's servers and unrecoverable.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Colorado, United States, without regard to its conflict of law principles. Any legal actions or proceedings arising out of or relating to these Terms shall be exclusively brought in the federal courts located in Denver, Colorado or state courts located in Chaffee County, Colorado.

13. Dispute Resolution

Each party will be responsible for their own costs and fees in connection with any dispute resolution.

14. Amendments

We may amend this Privacy Policy at any time by posting the amended terms on the Site. All amended terms shall be effective immediately after they are initially posted on the Site.

15. Contact Information

If you have any questions about these Terms, please contact us at:

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