

# Residely Terms of Service

Last updated: 5/29/2026 Effective date: 5/29/2026

These Terms of Service ("**Terms**") are a legal agreement between you and **Swell Ventures LLC**, a Georgia limited liability company ("**Swell Ventures**," "**we**," "**us**," or "**our**"), and govern your access to and use of **Residely**, our neighborhood directory and community management software, together with all related websites, mobile applications, and services (collectively, the "**Service**").

**PLEASE READ THESE TERMS CAREFULLY.** By creating an account, clicking "I agree" (or a similar button), signing in, or otherwise accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our [Privacy Policy](#), which is incorporated into these Terms by reference. **If you do not agree, do not access or use the Service.**

Section 14 (Limitation of Liability), Section 15 (Indemnification), and Section 18 (Governing Law; Dispute Resolution) contain important provisions that limit our liability, require you to indemnify us in certain circumstances, and govern how disputes are resolved. Please read them carefully.

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## 1. Who these Terms apply to

The Service has two broad categories of users, and these Terms apply to both:

- **Customers.** A "**Customer**" is the homeowners association, community association, or other organization or person that subscribes to and pays for the Service for a given neighborhood, including the individuals who administer that subscription on the organization's behalf ("**Administrators**"). The Customer is the party responsible for purchasing the Service, configuring the neighborhood, managing members, and paying the applicable fees.
- **Users.** A "**User**" is any individual who accesses or uses the Service, including residents and other members of a neighborhood, regardless of whether they pay any fees. Every Customer and Administrator is also a User.

Where these Terms refer to "**you**," they mean the Customer, the User, or both, as the context requires. Some provisions (for example, those concerning billing, payment, and configuration) apply specifically to Customers; others apply to all Users.

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## 2. Definitions

- **"Account"** means the credentials and profile that allow a User to access the Service.
- **"Content"** means all information, text, data, and materials that any Customer or User submits, uploads, imports, enters, or otherwise makes available through the Service, including resident and household information, directory entries, group and amenity configurations, reservations, and messages. Content does not include the Service itself or any materials we provide.
- **"Neighborhood"** means a distinct community workspace within the Service, which has its own members, households, amenities, groups, settings, and subscription. The Neighborhood is the unit to which a subscription applies.
- **"Resident Data"** means Content that identifies or relates to an individual, including names, addresses, contact details, household composition, and information about other household members.
- **"Subscription"** means a Customer's paid (or trial) right to access the Service for a Neighborhood for a defined term.

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## 3. Eligibility

You must be at least **18 years old** to create an Account or use the Service. By using the Service, you represent and warrant that you are 18 or older and that you have the legal capacity to enter into these Terms. The Service is **not directed to children**, and we do not knowingly allow anyone under 18 to create an Account. Information about minors may appear in a Neighborhood's directory only where an adult Customer or User has provided it in accordance with Section 9.

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## 4. Accounts and security

To use most features of the Service you must create an Account. You agree to:

- provide accurate, current, and complete information and keep it up to date;
- choose a password that meets our security requirements and keep your credentials confidential;
- be responsible for all activity that occurs under your Account; and
- notify us promptly at [support@residely.app](mailto:support@residely.app) if you suspect any unauthorized use of your Account.

We are not liable for any loss or damage arising from your failure to safeguard your Account. We may suspend or terminate an Account that we reasonably believe has been compromised or is being used in violation of these Terms.

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## 5. Customer responsibilities and authority

### 5.1 Authority to bind

If you accept these Terms, set up a Neighborhood, or purchase a Subscription on behalf of an organization (such as an HOA or community association), you represent and warrant that **you are authorized to act on that organization's behalf and to bind it to these Terms**. In that case, "Customer" refers to that organization, and "you" refers to both you individually and the organization. If you do not have that authority, you must not accept these Terms or purchase the Service.

### 5.2 Administrators and members

A Customer is responsible for:

- configuring its Neighborhood, including onboarding settings, member approval, amenities, groups, and geography;
- determining who may join the Neighborhood and approving or removing members;
- the conduct of its Administrators and the members it approves; and
- ensuring that its use of the Service, and the Service's use within its community, complies with the Customer's own governing documents, bylaws, and applicable law.

We are not a party to, and have no responsibility for, the relationship between a Customer and its members, residents, or the broader community.

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## 6. Subscriptions, plans, and trials

### 6.1 Plans and pricing

Access to paid features of the Service is sold on a Subscription basis, per Neighborhood. We offer one or more plans, which may be billed on a **monthly** or **annual** basis. The features, limits (including any cap on the number of households), prices, billing intervals, and other terms of each plan are described at the point of purchase or within the Service. **Prices and plans are subject to change as described in Section 6.5.**

## 6.2 Trials

We may offer a free trial of the Service for a Neighborhood. Unless we state otherwise, trial access is provided without charge for the trial period and may convert to a paid Subscription, or access may end, when the trial period expires. We may modify or discontinue trial offers at any time.

## 6.3 Automatic renewal

**Subscriptions renew automatically.** At the end of each billing term, your Subscription will automatically renew for another term of the same length (monthly Subscriptions renew monthly; annual Subscriptions renew annually) at the then-current price, using the payment method on file, unless you cancel before the end of the current term as described in Section 7. By purchasing a Subscription, you authorize us (and our payment processor) to charge the applicable fees on a recurring basis until you cancel.

## 6.4 Payment and billing

- Fees are charged in advance for each billing term and are stated in U.S. dollars unless otherwise indicated.
- The Customer is responsible for providing a valid payment method and keeping it current.
- The Customer is responsible for all applicable taxes, except for taxes based on our net income.
- Payments are processed by a third-party payment processor (currently Stripe). Your use of that processor is subject to its terms and privacy policy, and you authorize us to share billing information with it as needed to process payments. We do not store full payment card numbers.
- The Customer may maintain a billing email address that is separate from any Administrator's Account email; notices about billing may be sent to that address.

## 6.5 Price changes

We may change our prices and plans from time to time. Any change to the recurring price of an existing Subscription will take effect at the **start of the next renewal term**, not in the middle of a term for which you have already paid. We will provide notice of a price increase before it takes effect (for example, by email to your billing or Account email, or through the Service). If you do not wish to accept the new price, you may cancel before the renewal as described in Section 7. Continuing to use the Service after the change takes effect constitutes acceptance of the new price.

## 6.6 Failed or late payments

If a payment fails or is past due, we may attempt to charge your payment method again, and we may **suspend, restrict, or downgrade** your access to paid features after a grace period determined by us. We may also restrict the creation of new households or other actions once a plan limit is reached or a Subscription is no longer in good standing. Restoring full access may require that all outstanding amounts be paid.

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## 7. Cancellation and no refunds

### 7.1 How to cancel

A Customer may cancel a Subscription at any time through the Service or the customer billing portal we make available, or by contacting us at [support@residely.app](mailto:support@residely.app).

### 7.2 Access through the paid period

When you cancel, your cancellation takes effect at the **end of the then-current billing term**. You will retain access to the paid features through the end of the period you have already paid for, and your Subscription will not renew after that. We do not provide pro-rated access beyond the paid term.

### 7.3 No refunds

**All fees are non-refundable.** Except where a refund is required by applicable law, we do not provide refunds or credits for any partial billing period, unused time, downgraded plans, or features not used — including, for the avoidance of doubt, the unused portion of an annual term following an early cancellation. Cancelling stops future charges; it does not entitle you to a refund of amounts already paid.

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## 8. Your Content and the rights you grant

### 8.1 Ownership

As between you and us, you (and, with respect to a Neighborhood, the Customer) retain all ownership rights in your Content. We do not claim ownership of your Content.

## 8.2 License to operate the Service

You grant us a worldwide, non-exclusive, royalty-free license to host, store, copy, process, transmit, display, and otherwise use your Content **solely as necessary to provide, maintain, secure, and improve the Service**, to provide support, and as otherwise permitted by our Privacy Policy or directed by you. This license ends when the relevant Content is deleted from the Service, except for residual copies retained in routine backups or as required by law.

## 8.3 You are responsible for your Content

**We do not control, monitor, verify, or endorse Content, and we are not responsible for it.**

You are solely responsible for the Content you submit and for the consequences of submitting it. We have no obligation to review Content, but we may remove or disable access to Content that we reasonably believe violates these Terms or applicable law.

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## 9. Resident Data — representations and responsibilities

This Section is central to how the Service is used and deserves your attention.

The Service allows Customers and Administrators to enter, import (including in bulk, for example by pasting or importing a community roster), and display information about residents and their households, which may include other people's personal information and, in some cases, information about minors.

When you submit, import, or display Resident Data, you represent and warrant that:

- you have the **right, authority, and all necessary consents and permissions** to provide that Resident Data and to have it processed and displayed through the Service in the manner contemplated by the Service (including display within the Neighborhood's directory to other approved members);
- your collection and provision of that Resident Data, and our processing of it on your behalf, **does not and will not violate** any applicable law (including privacy and data-protection laws) or the rights of any person; and
- the Resident Data is accurate to the best of your knowledge and that you will keep it reasonably current.

**Swell Ventures is not responsible or liable for Resident Data or other Content that Customers or Users provide, including its accuracy, legality, or the existence of any required consent.** For example, if an Administrator adds a resident's personal information to the directory, we are not responsible for whether that resident consented or for any claim arising

from that information being collected, entered, or displayed. Responsibility for such Content rests with the Customer and User who provided it, and the indemnity in Section 15 applies.

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## 10. Acceptable use

You agree that you will not, and will not permit anyone else to:

- use the Service in violation of any applicable law or regulation, or for any unlawful, harmful, fraudulent, or deceptive purpose;
- access or use Content (including any resident's name, address, or contact information) **for solicitation, advertising, or marketing**, or to send unsolicited commercial communications, without the express consent of the person being contacted;
- harass, threaten, defame, abuse, or harm any other person, or post or transmit content that is unlawful, abusive, harassing, or that infringes the rights of others;
- **scrape, harvest, crawl, or use any automated means to extract or copy data** (including the directory or any contact information) from the Service, or attempt to compile a competing or external database from Content;
- sell, rent, sublicense, or otherwise commercialize Content or access to the Service except as expressly permitted;
- attempt to gain unauthorized access to the Service, other Accounts, or any systems or networks connected to the Service, or interfere with or disrupt the integrity or performance of the Service;
- probe, scan, or test the vulnerability of the Service, or breach or circumvent any security or authentication measure;
- reverse engineer, decompile, or disassemble any part of the Service, except to the extent that restriction is prohibited by law;
- introduce any virus, malware, or other harmful code; or
- use the Service to build a competing product or to benchmark it for a competitor.

We may investigate and take appropriate action against anyone who, in our sole discretion, violates this Section, including removing Content, suspending or terminating Accounts or Subscriptions, and reporting to law enforcement.

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## 11. Intellectual property

The Service, including all software, design, text, graphics, logos, and other materials we provide (but excluding your Content), is owned by Swell Ventures or its licensors and is protected by intellectual property laws. Subject to these Terms and your payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service

for your internal community purposes during the term of your access. We reserve all rights not expressly granted. "Residely," "Swell Ventures," and our logos are our marks and may not be used without our prior written permission.

If you submit feedback or suggestions about the Service, you grant us the right to use them without restriction or obligation to you.

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## 12. Third-party services

The Service may interoperate with or rely on third-party services (for example, our payment processor and hosting and email providers). We are not responsible for third-party services, and your use of them may be subject to their own terms. The availability of any third-party service is not guaranteed.

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## 13. Service availability; "AS IS"; disclaimer of warranties

### 13.1 No guarantee of availability or performance

We do not guarantee that the Service will be available, uninterrupted, timely, secure, or error-free, and **we make no guarantee regarding uptime, availability, performance, or response times**. We may modify, suspend, or discontinue all or part of the Service, perform maintenance, or impose limits at any time, with or without notice. We are not liable for any unavailability, delay, or degradation of the Service.

### 13.2 Disclaimer of warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE AND ALL CONTENT ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**," **WITHOUT WARRANTIES OF ANY KIND**, whether express, implied, or statutory. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. We do not warrant that the Service will meet your requirements, that defects will be corrected, or that the Service or its servers are free of harmful components. No advice or information obtained from us creates any warranty not expressly stated in these Terms.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

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## 14. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW:

- **No indirect damages.** Neither Swell Ventures nor its members, managers, officers, employees, or agents will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, data, goodwill, or business opportunities, arising out of or relating to these Terms or the Service, even if we have been advised of the possibility of such damages.
- **Liability cap.** Our total aggregate liability arising out of or relating to these Terms or the Service will not exceed the **total amount of fees actually paid by the Customer to Swell Ventures for the Service during the twelve (12) months immediately preceding the event giving rise to the claim.** For any User who has not paid fees during that period (including residents who use the Service at no charge), our total aggregate liability to that User will not exceed **one hundred U.S. dollars (US \$100).**
- **Content.** Without limiting the above, we are not liable for any Content or Resident Data, including for its accuracy, legality, or any claim that it was provided without proper consent or authority.

These limitations apply to all claims, whether based in contract, tort (including negligence), strict liability, or any other theory, and form an essential basis of the bargain between us. Some jurisdictions do not allow certain limitations of liability, so some of the above may not apply to you.

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## 15. Indemnification

You agree to defend, indemnify, and hold harmless Swell Ventures and its members, managers, officers, employees, and agents from and against any claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- your Content or Resident Data, including any claim that it is inaccurate, unlawful, or was collected, provided, or displayed without the consent or authority required by Section 9;
- your or your members' use of the Service;
- your violation of these Terms or of any applicable law; or
- your violation of the rights of any third party.

We may, at our option, assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with us. You will not settle any matter that imposes any obligation or liability on us without our prior written consent.

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## 16. Suspension

We may suspend or restrict your access to the Service, in whole or in part, if: (a) your payment is past due; (b) we reasonably believe you have violated these Terms or applicable law; (c) we reasonably believe suspension is necessary to protect the Service, other users, or any person; or (d) required by law. Where practicable, we will provide notice; however, we may act immediately where we deem it necessary.

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## 17. Term and termination

### 17.1 Term

These Terms apply from the time you first access the Service and continue until terminated as set out below.

### 17.2 Termination by you

You may stop using the Service at any time. A Customer may cancel its Subscription as described in Section 7; cancellation governs your billing, while these Terms continue to apply to any continued use of the Service.

### 17.3 Termination or suspension by us

We may suspend or terminate these Terms or your access to the Service, with or without notice, if you materially breach these Terms, if your Subscription is not in good standing, if required by law, or if we discontinue the Service. We may also disable an Account or a Neighborhood that is inactive or that we reasonably believe is being misused.

### 17.4 Effect of termination

On termination, your right to access the Service ends. Sections that by their nature should survive termination — including Sections 8.1, 9, 11, 13, 14, 15, 18, and 19 — will survive. Following termination, we may delete your Content in the ordinary course; you are responsible for exporting any Content you wish to retain before your access ends, using the export tools we provide. We are not liable for any deletion of Content after termination.

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## 18. Governing law; dispute resolution

### 18.1 Talk to us first (informal resolution)

We want to resolve concerns without the cost of formal proceedings, and most disputes can be resolved that way. Before starting any lawsuit, the party with a complaint must first try to resolve it informally by sending a written **Notice of Dispute** to the other party (notice to us must be sent to the contact details in Section 21) that describes the nature of the claim and the relief sought. For **sixty (60) days** after a Notice of Dispute is sent, you and we will negotiate in good faith to try to resolve the dispute, including, if either party requests, through a telephone or video conference. **Completing this process is a condition precedent to filing any lawsuit.** Any applicable statute of limitations, and any filing deadline that would otherwise lapse, will be paused (tolled) while the parties comply with this Section.

### 18.2 Governing law

These Terms, and any dispute arising out of or relating to these Terms or the Service, are governed by the laws of the **State of Georgia**, without regard to its conflict-of-laws principles. Nothing in this Section limits any non-waivable rights you may have under the consumer-protection laws of your state of residence.

### 18.3 Exclusive jurisdiction and venue

Subject to Section 18.1, you and we agree that any dispute arising out of or relating to these Terms or the Service will be brought and resolved **exclusively in the state or federal courts located in Cobb County Georgia**. You and we each irrevocably consent to the personal jurisdiction of those courts and waive any objection to bringing the dispute there, including any objection based on an inconvenient forum.

### 18.4 Time limit for claims

To the fullest extent permitted by applicable law, any claim arising out of or relating to these Terms or the Service must be filed within **one (1) year** after the claim arose. If it is not filed within that period, the claim is permanently barred. This Section does not apply where a longer period is required by applicable law.

### 18.5 Waiver of jury trial

To the fullest extent permitted by applicable law, you and we each **wave any right to a trial by jury** in any dispute arising out of or relating to these Terms or the Service.

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## 19. Changes to these Terms

We may update these Terms from time to time. If we make material changes, we will provide reasonable notice (for example, by email or through the Service) and update the "Last updated" date above. Changes take effect when posted, or on a later date if we specify one. Your continued use of the Service after changes take effect constitutes acceptance of the updated Terms. If you do not agree to the changes, you must stop using the Service and may cancel as described in Section 7.

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## 20. General

- **Entire agreement.** These Terms, together with the Privacy Policy and any order or plan terms presented at purchase, are the entire agreement between you and us regarding the Service and supersede all prior agreements on the subject.
  - **Severability.** If any provision is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.
  - **No waiver.** Our failure to enforce any provision is not a waiver of our right to do so later.
  - **Assignment.** You may not assign or transfer these Terms without our prior written consent. We may assign these Terms, including in connection with a merger, acquisition, or sale of assets.
  - **Relationship.** Nothing in these Terms creates any partnership, joint venture, agency, or employment relationship between you and us.
  - **Force majeure.** We are not liable for any failure or delay caused by events beyond our reasonable control.
  - **Notices.** We may provide notices to you by email, through the Service, or by posting them within the Service. You may send notices to us at the contact details below.
  - **Headings.** Section headings are for convenience only and do not affect interpretation.
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## 21. Contact us

Questions about these Terms can be sent to:

**Swell Ventures LLC** 956 Spring View Court, Marietta GA 30068 Email: [support@residely.app](mailto:support@residely.app)

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