

Continuum End User Terms for Board Members

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End User Terms for Board Members

Version 2026-09

Effective date: September 14, 2026. This version applies to you when you accept it.

These End User Terms for Board Members (these "Terms") are a binding agreement between Continuum Technologies LLC, a Tennessee limited liability company ("Continuum"), and you, the individual who accepts them ("you"). You accept these Terms by selecting the acceptance control presented before your first use of the Platform. If you do not agree, do not use the Platform.

1. Definitions; who these Terms cover

1.1 **"Subscription Agreement"** means the Continuum Master Subscription Agreement, Version 2026-09 or a successor version, including its Order Form and Schedules, between Continuum and the Association. Capitalized terms used but not defined in these Terms have the meanings given in the Subscription Agreement.

1.2 **"Association"** means the community association whose subscription your access is granted under.

"Platform" means the Services defined in the Subscription Agreement, including any preview or beta feature you are permitted to use. **"Privacy Policy"** means the Continuum Privacy Policy at <https://continuumhoa.com/legal/privacy>, as updated under its terms. **"Subprocessor List"** means Continuum's current list of service providers, available in the signed-in Platform legal area and on request to privacy@continuumhoa.com.

1.3 These Terms are the End User Terms, as that term is used in the Subscription Agreement, for an Authorized User the Association has given board-member access, such as a director, officer, or committee member. Every other Authorized User accepts the Continuum End User Terms for Organization Users instead. If your access changes, the terms for your new access govern once you accept them.

2. Relationship to the Subscription Agreement

2.1 The Subscription Agreement governs the Association's subscription, including fees, data rights, security, and remedies. These Terms govern your individual access and use. If these Terms conflict with the Subscription Agreement as to the Association's rights or obligations, the Subscription Agreement controls.

2.2 These Terms do not make you a party to the Subscription Agreement and give you no rights under it. A separately executed evaluation, pilot, or organizational agreement controls over these Terms, to the extent they conflict, for the program or organization it covers.

3. Acceptance

You accept these Terms for yourself. Your acceptance does not bind your employer, firm, or the Association except to the extent you have actual authority to accept for it or it otherwise assents to or ratifies these Terms under applicable law. Nothing in these Terms makes you personally liable for the Association's fees or other obligations under the Subscription Agreement.

4. Your account

4.1 Your access is limited to the Association and the role it assigns you, and ends when that role, your engagement, or the Association's subscription ends. The Association or Continuum may change, suspend, or end your access at any time. Continuum will give you notice where reasonably practicable.

4.2 Your credentials are personal. You shall keep them secure, not share them, and protect the email account associated with your Platform account, because sign-in links are sent there. If you suspect unauthorized access to your account or to Association Data, you shall promptly notify the Association and notify Continuum at security@continuumhoa.com.

5. Acceptable use

You shall use the Platform only for the Association's legitimate governance, financial administration, and professional-service needs. You shall not:

- (a) share credentials, resell or transfer access, or make the Platform available to anyone the Association has not authorized;
- (b) access or attempt to access another association's account, or exceed the role assigned to you;
- (c) copy, scrape, crawl, bulk-download, frame, or mirror the Platform, or extract information beyond the exports and reports your role permits;
- (d) reverse engineer, decompile, disassemble, probe, security-test, disrupt, overload, or circumvent the Platform or its security or access controls;
- (e) use the Platform, Continuum Confidential Information (defined in Section 7.2), or Platform outputs other than the Association's own Association Data to develop, train, improve, benchmark, or evaluate a product or service that competes with Continuum, including an artificial-intelligence model;
- (f) use reports, analyses, or other outputs the Platform generates for the Association for any other association or client, or disclose information you obtain through the Platform beyond your role and authority;
- (g) upload or submit malicious code;
- (h) remove or obscure any notice, disclaimer, or attribution the Platform attaches to an output, or represent an output as an audit, reserve study, or professional advice; or
- (i) use the Platform in violation of applicable law.

You shall not help, encourage, or permit anyone else, including an employer or organization you work for, to do anything this Section prohibits.

Nothing in these Terms limits the use of Association records obtained other than through the Platform, such as records kept in your own systems. Your arrangements with the Association and applicable law govern that use.

6. Informational tool; independent judgment

6.1 The Platform is an informational and analytical software tool. It is not a reserve study, audit, or appraisal, and it is not accounting, legal, tax, insurance, engineering, or investment advice. Continuum practices no licensed profession, is not anyone's fiduciary, and does not make, approve, or ratify any Association decision. Decisions belong to the Association and its board or other governing body.

6.2 Some Platform functions use artificial-intelligence tools. Platform outputs, including AI-assisted output and figures read from documents, may be inaccurate or incomplete, and Continuum is not responsible for errors in materials supplied by the Association or its agents. You shall verify critical information against source records and qualified professional advice before acting on it.

6.3 Preview, beta, pilot, and evaluation features are optional, are provided "as is," may be changed or discontinued without notice, and may be subject to usage limits Continuum sets.

6.4 The Platform and its outputs are not a consumer report, and Continuum is not a consumer reporting agency, under the Fair Credit Reporting Act or similar law. You shall not use an output to decide an individual's eligibility for credit, insurance, housing, or employment, or as the sole basis for a lien, collection, or other adverse action against an owner or resident.

7. Data, confidentiality, and intellectual property

7.1 Association Data belongs to the Association as provided in the Subscription Agreement. The Continuum Materials, including the Platform, belong to Continuum or its licensors. Your access gives you no license beyond use of the Platform as these Terms permit, and no right to another association's information. Continuum's use of Association Data is governed by the Subscription Agreement and described in the Privacy Policy.

7.2 **Confidentiality.** Continuum's nonpublic software, models, methods, workflows, templates, interfaces, and product plans are "**Continuum Confidential Information.**" You shall not disclose Continuum Confidential Information except to people who need it to serve the Association and are bound to keep it confidential, and you shall not use it for any other purpose. Sharing outputs for the Association's legitimate business, or making a disclosure the law requires, does not breach this Section. Nothing in these Terms restricts lawful competition with products or services developed independently, without Continuum Confidential Information.

7.3 You represent that you are authorized to submit each document and item of information you submit to the Platform, and that your submission does not violate a confidentiality obligation or anyone else's rights.

7.4 You grant Continuum a perpetual, irrevocable, worldwide, transferable, sublicensable, royalty-free license to use and commercialize feedback, suggestions, and bug reports you voluntarily provide, without attribution or obligation.

8. Privacy and session replay

8.1 The Privacy Policy describes how Continuum collects and uses account, usage, and communications information and agreement evidence. Personal Information in Association records is processed for the Association under the Subscription Agreement. You shall not enter Personal Information or other sensitive information into free-text fields, assistant prompts, or notes unless the Association's business requires it.

8.2 **Session replay consent.** Continuum uses session replay to reconstruct how users navigate and interact with Platform pages, for the purposes of securing, supporting, operating, and improving the Platform. In the current configuration, replay masks password and sign-in email inputs. Other visible page text and non-credential inputs

may be recorded, which means a recording can include Association financial, governance, or correspondence information visible during your session. Recordings are processed by the analytics provider identified in the Subprocessor List, are retained for the period stated in the Privacy Policy, and are accessible only to Continuum personnel with an operational need. Replay does not begin for your account until you have been presented with this disclosure and have accepted these Terms. **By accepting these Terms, you affirmatively consent to session replay as described here and in the Privacy Policy.** You may withdraw that consent prospectively by contacting privacy@continuumhoa.com. Continuum will stop replay for your account within a commercially reasonable period after a verified request. Withdrawal does not affect your access to the Platform and does not require deletion of recordings already made, which expire under the retention period stated in the Privacy Policy.

9. Acting for the Association

9.1 Authority. You shall use the Platform within the authority your role carries under the Association's governing documents and applicable law. Your access does not enlarge that authority.

9.2 Records. Association records, including outputs you generate, may be subject to owner records-access rights and retention requirements under the Association's governing documents and applicable law. The Association decides what it discloses and to whom.

9.3 End of service. When your role ends, you shall not retain copies of Association Data beyond what the Association's records policy and applicable law permit.

10. Disclaimers; limitation of liability

10.1 THE PLATFORM IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. ANY WARRANTY CONTINUUM GIVES THE ASSOCIATION IS GIVEN ONLY UNDER THE SUBSCRIPTION AGREEMENT.

10.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTINUUM'S TOTAL LIABILITY TO YOU ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). CONTINUUM SHALL NOT BE LIABLE TO YOU FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR COST OF SUBSTITUTE SERVICES, AND SHALL HAVE NO LIABILITY FOR AN ASSOCIATION DECISION OR ITS CONSEQUENCES.

10.3 Section 10.2 does not limit liability for fraud or willful misconduct, or liability that applicable law does not permit to be limited. Continuum may seek injunctive or other equitable relief for actual or threatened unauthorized access, disclosure, misappropriation, reverse engineering, or competitive misuse, because monetary damages may be inadequate.

11. Survival

Sections 3, 5, 6, 7, 9.3, 10, 13, and 14 survive the end of your access to the extent their nature requires.

12. Changes to these Terms

12.1 Continuum may update these Terms by publishing a new version with a new version identifier and effective date. A new version applies to you only after you affirmatively accept it, and the Platform requires that acceptance before you continue to use it. Continued use, silence, or a passive notice is not acceptance.

12.2 Each version is retained with its hash in the signed-in Platform legal archive. Your acceptance record and PDF receipt are available in the Platform Legal area and on request to legal@continuumhoa.com. The version you last accepted governs your use until you accept a later one.

13. Governing law; disputes

13.1 Tennessee law governs these Terms and any dispute arising out of or relating to them, without regard to conflict-of-law principles. Subject to mandatory applicable law, you and Continuum consent to exclusive personal jurisdiction and venue in the state courts located in Davidson County, Tennessee and the United States District Court for the Middle District of Tennessee sitting in Nashville.

13.2 Before filing suit, other than for injunctive relief, you and Continuum shall give the other written notice describing the dispute and shall confer in good faith within thirty (30) days after that notice.

13.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND CONTINUUM EACH KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY AND SHALL BRING CLAIMS ONLY INDIVIDUALLY, NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

14. Miscellaneous

14.1 Subject to Section 2.2, these Terms are the entire agreement between you and Continuum regarding your individual access to the Platform and supersede prior individual access terms. The Privacy Policy is a notice and is incorporated only where these Terms expressly say so.

14.2 If a provision is unenforceable, it shall be enforced to the maximum extent permitted, and the rest of these Terms remains in effect. No failure or delay in exercising a right is a waiver. You may not assign these Terms. Continuum may assign them to an affiliate or successor.

14.3 Continuum may give you notice by email to the address associated with your account or through the Platform. Notice to Continuum shall be sent to legal@continuumhoa.com (Attention: Chief Executive Officer). Electronic acceptance and electronic records are effective under applicable law.

14.4 Questions about these Terms: legal@continuumhoa.com. Privacy requests: privacy@continuumhoa.com. Security reports: security@continuumhoa.com.