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BUILDIIUM TERMS OF USE

Updated: March 3, 2025



These Terms of Use (“TOU”) provide the basic terms and conditions that govern each Owner’s access to and use of the Services (defined below) provided by Buildium, LLC or one of its affiliated entities (references to “Buildium” or its pronoun herein mean the Buildium-affiliated entity providing the applicable Service). Please carefully read these TOU before accessing or using any Service. These TOU may contain links to additional governing terms and conditions that are incorporated by reference and will apply depending on the Service(s) ordered. By accessing or using any Service(s), Owner acknowledges and agrees that it has read, understands, is bound by and will comply with these TOU. Buildium may modify these TOU at any time without notice to Owner. Buildium will post the revised Service Terms at this website and update the “Updated” date at the top of these TOU. Buildium recommends that Owner reviews these TOU periodically for any changes. Owner’s continued access to or use of any Service(s) will constitute acceptance of the revised legally-binding TOU.

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- a. “Manager” means the entity that manages individual real estate properties (each a “Property” or “Site”) either as the owner (“Owner”) or as an agent of the Owner.
- b. “Services” means (i) the products and services, including software and related solutions, provided by Buildium—including those offered on buildium.com and allpropertymanagement.com; and (ii) an e-commerce platform that facilitates certain workflows and services for residents, such as utility shopping, moving and setup services (“Moving Services”).
- c. “Authorized Users” are limited to (i) Manager’s, Owner’s, and their respective affiliated entities’ employees; and (ii) third-party consultants certified in writing by Buildium to access a Service on behalf of Manager or Owner (provided that Manager and Owner are responsible for each such Authorized User’s ongoing compliance with these TOU). No other third party may be considered an Authorized User unless expressly agreed in writing by Buildium.
- d. “Output” means the tangible or intangible work product created by Buildium or otherwise generated through the Services, including through the exercise of the license rights granted to Buildium under these TOU.
- e. “Agreement” means these TOU and any Buildium terms incorporated by reference herein.



2. MANAGER AS AGENT OF OWNER

- a. Manager and Owner. The license to access and use any Services is held by the applicable Owner for each Property using the Service. If Manager is signing up for the Services, but does not own the Property for which a Service is being purchased or licensed (that is, Manager is not also the Owner), then (i) Manager agrees to the terms of these TOU on behalf of the applicable Owner(s) in Manager’s capacity as such Owner’s authorized agent (and by doing so Manager commits the Owner to the terms of these TOU). To confirm this, Buildium must receive a representation from Manager (in Section 2.c.) affirming its agency authority. As a result, Buildium will have the right to hold Owner responsible if Manager defaults under these TOU.
- b. Individual Agreement per Owner. If Manager signs up for Services covering multiple Properties and/or Owners, then this creates a unique Agreement (and thus a unique set of contractual obligations) between Buildium and each Owner for such Owner’s Property(ies).
- c. Manager Representations. Each time Manager signs up for or accesses any Service(s) on behalf of an Owner, Manager is representing to Buildium that Manager (i) is either the Owner or the duly appointed agent of the Owner for each Property accessing any Service(s), and (ii) has the authority, either as the Owner or the duly appointed agent of the Owner, to:
 - i. sign up for the Service(s);
 - ii. agree to the terms of the Agreement;
 - iii. access and use the Service(s), on behalf of the Owner, for the applicable Property(ies); and
 - iv. pay the invoices for all fees and charges associated with the Service(s) for each Property in accordance with the terms of the Agreement.
- d. Recourse to Owner. Unless Manager has misrepresented its agency relationship with an Owner, Buildium will look solely to the Owner for payment of all fees and expenses associated with access to and use of the Services for the Owner’s applicable Property(ies).

3. LICENSE TO THE SERVICES AND OUTPUT

- a. License Grant. During the Term, Buildium grants to Owner a limited, revocable, non-exclusive, non-transferable license (the “License”) to permit Authorized Users to access and use (i) the Service(s) made accessible to Owner, and (ii) any Output from those Services.
- b. License Restrictions. The License granted above is contingent on continued compliance with the following:
 - i. The Services and Output must be used in accordance with the terms of the Agreement and solely for Owner’s internal business operations.
 - ii. Except to the extent expressly permitted by the terms of the Agreement, Owner may not:



3. reverse engineer, decompile, disassemble, or otherwise attempt to discover any of the source code, proprietary processes or algorithms associated with the Services or Output;
4. permit anyone other than Authorized Users to access or use the Services or Output for any purpose;
5. remove, alter or obfuscate any trademark, logo, copyright, or other proprietary notices associated with the Services or Output;
6. make any unauthorized use of Buildium's brands (including its trademarks or service marks); or
7. place on any portion of the Services or Output, materials that are illegal, obscene, dangerous or libelous, or that violate, infringe or misappropriate any copyright, trademark, patent, trade secret, or other statutory or common law intellectual property right.

c. **Registration Requirements.** To register for any Services, Owner (or Manager on behalf of Owner) must provide certain information requested by Buildium (which may include the full legal name for Authorized Users, a valid email address and phone number for contact purposes, and other related information). Such information may be collected by Buildium using a third party service, and Owner hereby authorizes Buildium to collect such information. Any such information collected is subject to Buildium's Privacy Policy at <https://www.buildium.com/privacy-policy/>, which is incorporated herein.

d. **Access to Services.** Buildium will provide user names and passwords to Manager or Owner as necessary to access the Services. Manager and Owner are responsible for (i) maintaining at least industry standard security and control over the user names and passwords to ensure that no unauthorized person may gain access to the Services, (ii) permitting only Authorized Users to access and use any Services, and (iii) notifying Buildium immediately if a user name or password is compromised. Buildium is not liable for any loss or misuse of Owner Data arising from unauthorized third-party access to the Services through any user name or password provided to Manager or Owner, except to the extent such unauthorized access is caused solely by Buildium's gross negligence or willful misconduct.

e. **Compliance by Authorized Users.** Manager and Owner are responsible for ensuring that all Authorized Users comply with the terms and conditions of the Agreement.

f. **Buildium's Rights.** Buildium retains all rights in and to the Services and Output that are not expressly granted to Owner in the Agreement.

4. TERM AND TERMINATION

a. **License Term.** The initial term of each License (the "Initial License Term") begins on the earlier of (i) Activation (defined as the first day that Owner Data for a Property is accessible through a Service, regardless of whether the Service is in production) or (ii) as specified in the ordering process, and continues for the term specified (monthly or annual). Following the Initial License Term, the License will automatically renew for the same (monthly or annual) terms (each, a "Renewal License Term" and, collectively with the Initial License Term, the "License Term") unless either Buildium or Owner provides written notice of termination at least 30 days prior to the end of the then-current License Term. For annual License Terms, Owner has committed to purchase the Services for the full annual term, to be paid annually in advance. Owner may cancel the Services prior to expiration of the annual License Term without refund. Owner will pay all accrued but unpaid fees upon expiration of the License Term or termination of Services. The expiration or termination of a License for an Owner does not affect any License for any other Owner.

b. **Termination.** The License Term for a Service may be terminated early by a party if the other party breaches a material provision of the Agreement relating to such Service and fails to cure within 30 days after receiving written notice of the breach from the non-breaching party. Early termination will not (i) limit the non-breaching party from pursuing other available remedies, including injunctive relief, or (ii) relieve Owner of the obligation to pay fees owed under the Agreement. Buildium may terminate a free trial account at any time in its sole discretion.

c. **Suspension.** Buildium reserves the right to suspend access to all or portions of the Service(s) licensed by Owner, with or without prior notice, if Manager, Owner or any Authorized User (i) commits acts or omissions that compromise the security of a Service, (ii) permits unauthorized access to a Service or any Output, (iii) interferes with other users of a Service, or (iv) engages in harmful, inappropriate, or unlawful conduct relating to a Service. Buildium will inform Owner of the basis for any such suspension, minimize its scope as reasonably practicable, and reinstate access upon resolution of the underlying issue (if timely cured, as applicable).

d. **Change in Property Ownership or Management.** Buildium understands that Owners may sell or transfer management of Properties from time to time, and that the portfolio of Properties managed by Manager is subject to

5. CHARGES AND BILLING

a. Charges for Fees and Taxes. Except to the extent set forth in the payment terms for a Service, Buildium charges and collects non-refundable fees in advance (on a monthly or annual basis depending on the applicable License Term) for use of the Services. Buildium does not pro-rate or grant refunds or credits for any partial month or year of Services. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Owner is responsible for payment of all such taxes, levies or duties. Each invoice may include taxes, levies or duties that Buildium is required to collect by applicable taxing jurisdictions. Owner must provide Buildium with a valid credit card as a condition to subscribing to the Services. Buildium reserves the right to modify its fees and to introduce new charges at any time, upon at least 15 days' prior notice to Manager or Owner, which notice may be provided by email or posted within the Buildium platform or application.

b. Valid Payment Method. Owner must maintain with Buildium a valid credit card on the Subscription Settings page of their Buildium account at all times. During the License Term for any Service, Owner authorizes Buildium to charge the payment method on file. This authorization remains valid until 30 days after termination or cancellation of such License Term, whereupon Buildium may charge Owner's payment method for any outstanding charges as applicable.

c. Billing and Contact Information. Owner agrees to provide to Buildium and maintain complete and accurate billing and contact information. This information includes Owner's legal name or company name, credit card and billing address, email address, name and telephone number of an authorized billing contact. Owner will update this information immediately upon any change. If such contact or billing information is determined to be false or fraudulent, then Buildium reserves the right to immediately suspend or terminate Owner's access to any Services in addition to any other available legal remedies.

6. PAYMENT

a. Payment Timing. Owner will pay invoiced amounts to Buildium within 30 days after the applicable invoice date, after which any such unpaid amounts will be considered past due. Owner will pay any tax (and related interest and penalties) imposed on Owner under applicable tax law relating to Owner's access to or use of the Services. In order to encourage timely payment, Buildium reserves the right to charge interest on any invoiced amounts that are past due at a rate equal to the lesser of 1.5% per month or the greatest amount permitted by applicable law, calculated from the due date, as well as any expenses incurred to collect overdue amounts.

b. Remedies for Late Payment. Buildium reserves the right to impose a reconnection fee in the event Owner's account access is suspended and thereafter reinstated. Owner agrees and acknowledges that Buildium has no obligation to retain Owner Data upon suspension or termination of a License and that such Owner Data may be irretrievably deleted if Owner's account is 15 days or more delinquent.

7. REPRESENTATIONS AND WARRANTIES

a. Both Parties. Each party represents and warrants that (i) it has the full corporate right, power, and authority to enter into the Agreement and to perform its obligations hereunder; (ii) it has taken all actions necessary to execute, deliver, and perform under the Agreement; and (iii) the execution of the Agreement, and performance hereof, does not violate any agreement to which it is a party or by which it is bound.

b. Owner. Owner will comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of any Services, including Applicable InfoSec Laws (defined below).

c. Buildium. Buildium represents and warrants to Owner that it will provide the Services in a good and workmanlike manner consistent with general industry standards. Such warranty is contingent on the Services being used in the manner and environment reasonably contemplated by the parties.

8. DISCLAIMER OF WARRANTIES


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SERVICES OR OUTPUT WILL SATISFY OWNER’S NEEDS; AND (II) THE SERVICES AND OUTPUT ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. OWNERSHIP OF INTELLECTUAL PROPERTY

Buildium has devoted and continues to devote considerable effort and expense to developing innovative products and services that deliver value to its customers, and must protect its rights in and to its proprietary materials and work product. The Services, Output, Confidential Information of Buildium, and any derivative works created therefrom, are and will remain Buildium’s property protected by applicable patent, copyright, trademark and trade secret laws. Further, to the extent Buildium develops additional know-how, expertise, ideas, concepts, methods, techniques or skills while providing Services under the Agreement (collectively, “Know-How”), Buildium is permitted to utilize this Know-How to perform similar work for other customers and clients so long as Buildium does not disclose any of Owner’s or Manager’s Confidential Information in violation of the Agreement. The license rights granted to Owner under the Agreement do not constitute a sale and do not convey to Owner any rights of ownership in or related to the Services, Output or Buildium Confidential Information. The “Buildium” name and logo, and any product names associated with the Services, are trademarks of Buildium or its affiliates, and no right or license is granted to use them without Buildium’s express written consent—which may be withheld in Buildium’s sole discretion.

10. OWNER DATA

- a. Definition. “Owner Data” is the data and content (in any form, including, for example, images or text) entered into the Services by Manager, Owner, or Buildium at the direction of Manager or Owner, or third parties engaging with or on behalf of Manager or Owner.
- b. Rights to Owner Data. Owner represents and warrants to Buildium that Owner (i) owns all right, title and interest in and to the Owner Data, or possesses sufficient rights to grant the license provided to Owner Data in these TOU, and (ii) Owner has complied with all laws applicable to the collection and provision of Owner Data to Buildium.
- c. Rights to Use Owner Data. During the License Term, Owner grants to Buildium a limited, royalty-free, world-wide, non-exclusive right and license to access, use, extract, aggregate, compile, reproduce, modify, adapt, publish, and create derivative works (including Output) from Owner Data, and to distribute, display, store, and transmit Owner Data between Buildium affiliates, and to incorporate Owner Data in other works in any form, media, or technology now known or later developed solely for the purposes of (collectively with the license rights set forth in Section 10.d., the “Permitted Purposes”):
 - i. support and provision of any Service, or other product, service or related software or solution purchased by or provided to Owner by Buildium, and all other uses necessary for Buildium to perform its obligations under the Agreement;
 - ii. maintenance, operation, and enhancement of any Service, including any databases in which Owner Data resides;
 - iii. internal statistical analysis regarding Owner Data;
 - iv. transmission, display or publication of Property floor plans, rents, concessions, Property availability, amenity lists, photographs, and all other advertising content to Internet listing services or to any other third-party services providers specified by Owner in writing; and
 - v. any other purposes expressly authorized by Owner under the terms of the Agreement for a Service.
- d. Rights to Use Owner Data in Aggregated Form. Owner grants to Buildium a limited, perpetual, irrevocable, royalty-free, world-wide, non-exclusive right and license to access, use, extract, compile, reproduce, publish, and create derivative works (including Output) from Owner Data in an Aggregated Form and to distribute, display, store, and transmit between Buildium affiliates such Owner Data in an Aggregated Form for the purposes of producing, publishing, and distributing summary and benchmark reports and industry research, including to Buildium customers. “Aggregated Form” means that Owner Data associated with an individual Property, from which all personal identifiers have been removed, is combined with other data from at least 4 additional Properties (although, in fact, the additional


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Section 11.a.).

e. Retaining Owner Data. Buildium is not required to retain Owner Data after the expiration or termination of the License for the related Service(s) and may, in its discretion, delete such data after expiration or termination.

f. HIPAA. The Services were not designed to store electronic protected health information, as defined by Section 160.103 of the HIPAA Regulations, 45 CFR Parts 160, under the Health Information Portability and Accountability Act Omnibus Final Rule released on January 17, 2013. Owner is not permitted to use any feature of the Services to upload or store any electronic protected health information.

11. DATA PROTECTION

a. Data Security. Buildium will implement and maintain during the License Term a written information security program to protect: (i) the security of Owner Data; (ii) against anticipated threats or hazards to the security of Owner Data; and (iii) against unauthorized access to or use of Owner Data. Such security measures and procedures will be no less rigorous than are required under all federal and state information security laws, rules and regulations applicable to the provision of the Services (collectively “Applicable InfoSec Laws”). Further, as it relates to Owner Data that is Confidential Information, such security measures and procedures will be no less rigorous than the measures and procedures that Buildium uses to protect its own Confidential Information. Such program will contain physical, technical and administrative controls for the maintenance, transmittal and disposal of Owner Data provided under the Agreement, including access controls and password protected access, electronic barriers (e.g., firewalls or other similar barriers), encryption, secured storage of Owner Data (for hardcopy and electronic documents), and appropriate policies and employee training. These controls are to be commercially reasonable and appropriate for the type of Owner Data received hereunder, and will include ongoing data security risk assessment and adjustments.

b. Data Privacy. Buildium will comply with the terms of the Data Processing Statement set forth at <https://www.specifications.controls.realpage.com/dps> relating to personally identifiable information, personal data, or equivalent references to data revealing the identity of an individual or household (as those terms are defined under the federal and state privacy laws applicable to the Services) that Buildium processes in the course of providing Services to Owner under the Agreement.

c. Security Breach. Except where prohibited by law, Buildium will inform Owner of any Security Breach promptly after confirmation of any such breach. “Security Breach” means any actual breach of Buildium’s platforms, networks, systems or servers that results in unauthorized access to or use of Owner Data. Unless disclosure is required under Applicable InfoSec Laws, the parties will treat the Security Breach as a confidential matter. In the event of any such Security Breach, Buildium will, at Buildium’s cost and expense, (a) promptly address the breach and create a plan to stop any related suspicious activity, (b) meet any obligations it has under Applicable InfoSec Laws relating to such breach or suspicious activity, and (c) cooperate fully in good faith to investigate any incident and assist Owner with meeting any applicable legal obligations relating thereto.

12. CONFIDENTIAL INFORMATION

a. Definition. “Confidential Information” means a party’s non-public business, financial, technical, legal and personnel information, and includes, for example, product designs and data, source code, trade secrets, pricing, customer and supplier lists, network structure and addresses, designs, technical specifications, business plans, the Agreement and any other non-public data whether written, verbal or visual, connected to or related to the business and affairs of a party or any of its affiliates. Notwithstanding the foregoing, “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party (the “Recipient”) or anyone to whom the Recipient transmits the information, (ii) becomes available to the Recipient on a non-confidential basis from a source other than the disclosing party who, to the Recipient’s knowledge, is not bound by a confidentiality agreement with the disclosing party, (iii) was rightfully known to the Recipient or in its possession prior to the date of disclosure by the disclosing party, or (iv) is independently developed by the Recipient without any benefit of or reference to the disclosing party’s Confidential Information.

b. Non-Disclosure. Neither party will publish, disclose, copy, disseminate or use the Confidential Information of the other party in its business or for any other purpose except as expressly permitted in the Agreement. As a limited

its affiliates, but the disclosing party will be liable for its affiliates' use and disclosure of any Confidential Information.

d. Return or Destruction of Confidential Information. The Recipient must use commercially reasonable efforts to protect against the unauthorized disclosure of the disclosing party's Confidential Information. Upon written request, the Recipient will return to the disclosing party or destroy all copies of the disclosing party's Confidential Information and will not in any manner use, convey, disclose or disseminate the Confidential Information (except (i) as otherwise expressly permitted under the Agreement or (ii) retained pursuant to the Recipient's document retention policies and/or automated backup procedures in accordance with applicable law). Any retained Confidential Information remains subject to the confidentiality obligations in these TOU.

13. LIMITATION OF LIABILITY

- a. AMOUNT OF DAMAGES. THE AGGREGATE LIABILITY OF BUILDIUM FOR ANY MATTER RELATED TO OR ARISING IN CONNECTION WITH THE AGREEMENT, WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE LESSER OF (I) TEN THOUSAND DOLLARS (\$10,000) OR (II) THE AGGREGATE AMOUNT OF FEES PAID BY OWNER TO BUILDIUM UNDER THE AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE MOST RECENT DATE ON WHICH THE CLAIM IS BASED (OR, TO THE EXTENT OWNER HAS BEEN PAYING FEES TO BUILDIUM FOR LESS THAN 12 MONTHS, THE AMOUNT OF FEES OWNER IS EXPECTED TO PAY TO BUILDIUM OVER A 12-MONTH PERIOD BASED ON FEES TO DATE).
- b. TYPE OF DAMAGES. BUILDIUM WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUES OR REPUTATIONAL HARM, FOR ANY MATTER RELATED TO OR ARISING IN CONNECTION WITH THE AGREEMENT, WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, AND EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES (FOR CLARITY, DAMAGES RECOVERABLE UNDER AN INDEMNITY CLAIM ARE DEEMED TO BE DIRECT DAMAGES PAYABLE TO THE INDEMNIFIED PARTY).
- c. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

14. INDEMNIFICATION

- a. Owner Indemnity. Owner will indemnify and hold Buildium and its directors, officers, employees and agents harmless against any damages, costs and fees reasonably incurred (including attorneys' fees) arising from any third-party allegation relating to (i) any claim that Owner Data infringes or misappropriates such third party's rights; (ii) any claim that, if valid, would constitute a breach of Owner's representations and warranties; (iii) any Authorized User's access to or use of the Services in a manner not contemplated or permitted under the terms of the Agreement; (iv) access to the Services by any unauthorized third party resulting from Owner's negligence; or (v) any Authorized User's failure to comply with any laws applicable to the use of the Services.
- b. Manager Indemnity. Manager will indemnify and hold Buildium and its directors, officers, employees and agents harmless against any damages, costs and fees reasonably incurred (including attorneys' fees) arising from any misrepresentation by Manager regarding the existence or scope of its agency relationship with any Owner (including, for example, Manager's authority to bind any Owner to the terms of the Agreement).
- c. Indemnification Procedures. The following additional rules will apply to any indemnification claim under the Agreement:
- The party seeking indemnification must promptly notify the indemnifying party in writing of the claim (so that the ability to defend the claim is not harmed);
 - The indemnifying party has the exclusive right to control the defense and settlement of the claim (except that Buildium, as the indemnified party, may control claims brought by or involving any governmental entity, seeking injunctive or other equitable relief, or brought by or involving any other Buildium customer);
 - The indemnifying party may not settle a claim that involves any remedy or relief other than the payment of


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15. TECHNICAL, CUSTOMER AND SALES SUPPORT

Technical, customer and sales support is provided via email, online resources and by phone during posted support hours. Owner acknowledges and agrees that technical processing of Owner Data is and may be required: (a) for the Services to function; (b) to conform to the technical requirements of connecting networks; (c) to conform to the technical requirements of the Services; or (d) to conform to other, similar technical requirements. Owner permits Buildium to access Owner's account and Owner Data and as necessary to identify or resolve technical problems, respond to complaints about the Service, or to improve the Services generally.

16. THIRD-PARTY CONTENT AND SERVICES



Through the Services, Buildium may link to or otherwise display, include or make available certain third-party products, functions, features, offers, advertisements, content or services, or provide links to third-party websites or services that are not provided or managed by Buildium (including those made available through the Buildium Marketplace) (collectively, "Third-Party Services"). Owner acknowledges and agrees that Buildium is not responsible for any such Third-Party Services, including without limitation, for their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. If Owner or Manager chooses to access or use, or enable any resident to access or use, any Third-Party Service, then Owner agrees that such Third-Party Service will be subject to and governed exclusively by terms and conditions between Owner (or the applicable resident) and the third-party provider of such Third-Party Service. Buildium has no responsibility or liability whatsoever for any Third-Party Services—including, without limitation, for the acts or omissions of any applicable third-party provider or its agents. Access to Third-Party Services is provided solely as a convenience to Owner and its residents, and Owner and its residents access and use them entirely at their respective own risk. Notwithstanding the foregoing, Owner understands that Buildium (or its affiliate) may receive compensation from the third-party providers if Owner or its residents choose to access the third-party providers' corresponding Third-Party Services through the Services.

17. SMS TEXT ALERTS AND OTHER SERVICES-RELATED NOTIFICATIONS

By providing Buildium with Owner's or Manager's mobile phone number, Owner or Manager (as applicable, the "SMS Subscriber") consents to being contacted at that number by a person, and via prerecorded voice messages and automatic telephone dial devices relating to the Services. SMS Subscriber also consents to receiving Services-related emails to any email address that SMS Subscriber provides. Buildium may offer SMS Subscriber the ability to enroll their mobile phone number in Buildium's Short Messaging Service text message service (the "SMS Service") for purposes of receiving messages from Buildium regarding information, resources, and marketing materials related to the Services in the form of: operational alerts and reminders, marketing communications and information for Services available for Properties, and digital tools and other communication materials.

- a. Enrollment and Consent. If SMS Service is made available to SMS Subscriber through the Services, then by providing their mobile phone number(s) and opting in to the SMS Service:
 - i. SMS Subscriber authorizes Buildium to send text messages to the mobile phone number(s) included in SMS Subscriber's Services profile.
 - ii. SMS Subscriber acknowledges and agrees that their completion of the online registration process constitutes their written, express consent to enroll their mobile phone number(s) in the SMS Service.
 - iii. SMS Subscriber confirms that they are the owner or subscriber of the mobile phone number(s) and authorized to enroll them in the SMS Service. SMS Subscriber acknowledges the number of non-solicited text messages received from the SMS Service may vary. If SMS Subscriber has opted in to receive marketing


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Subscriber's designated mobile phone number(s). To complete enrollment, SMS Subscriber must confirm receipt of the text message from their mobile device by following the instructions in that text message.

b. Opting Out. SMS Subscriber may cancel their enrollment in the SMS Service at any time by:

- i. Removing their mobile phone number(s) from the SMS Service registration; or
- ii. Texting "STOP" in reply to any text message received from the SMS Service.

c. SMS Service Availability and Other Information. The SMS Service relies upon third party wireless service provider networks to deliver text messages. Buildium is not liable for the availability (or lack thereof) of wireless network coverage or the failure of the wireless networks to deliver a text message. Buildium disclaims any responsibility for any wireless service used to access the SMS alerts. Buildium SMS alerts are available to users based in the United States. SMS Subscriber understands and acknowledges that SMS alerts are not intended to be accessed from outside of the United States. Wireless carriers are not liable for delayed or undelivered messages. Message and data rates may apply.



18. BUILDIUM APIs

To the extent the Services provided to Owner include a license to access a Buildium application program interface (each an "API"), the terms of this Section will apply. Each API is intended to interoperate with certain Buildium or third-party applications to enable the exchange of data and integration of workflow between Owner and such applications. Upon paying the applicable API license fee, Owner will be entitled to a limited, non-exclusive, non-transferable and non-sub-licensable license to access such API. Owner is solely responsible for any development required to integrate such API with Owner's systems and/or applications. Any such API may be accessed and used by Owner solely to develop a corresponding interface and to access Owner Data—all in a manner consistent with the terms of these TOU and otherwise acceptable to Buildium. Upon the expiration or termination of any license to an API, Owner must immediately remove any API-related data from its system(s).

Buildium reserves the right to (i) restrict the manner in which data accessed via an API can be used by Owner; (ii) restrict the maximum number of API requests per Owner, and (iii) make changes to the APIs, including, without limitation, creating new or enhanced versions of any API or related component. If such changes affect any portion of Owner's integration, then Owner will be responsible for making any changes as necessary to maintain proper functioning of the integration. If such changes cause the integration to no longer function as designed or intended (through no fault of Owner), and Owner chooses to not make such changes as are required to correct the problems, then Owner will have the right to terminate the license with respect to such API. If Owner's use of an API causes the corruption of data within the Buildium platform, then (i) Buildium has no responsibility to fix the corrupted data, and (ii) Buildium may charge Owner for Buildium's reasonable costs incurred to the extent Buildium chooses to fix the corrupted data.

19. ALL PROPERTY MANAGEMENT

To the extent the Services provided include a license by Manager to access and use the All Property Management Service, then the terms of this Section will also apply to such license. For clarity, if Manager is licensing the All property Management Service solely for its own benefit (and not the benefit of the Owner), then the references to "Owner" in the main body of the Agreement will be considered references to Manager as appropriate.

Manager acknowledges and agrees that All Property Management's media pricing is subject to change in response to Manager's fluctuating lead demand—which may be agreed upon by the parties via telephonic or email means due to the frequency of fluctuations making price adjustments by written agreement impracticable. In such situations, the parties agree that Buildium's All Property Management records will be conclusive proof of the agreed upon lead fee payable by Manager for the related leads.

Except as limited in this Section, Manager may dispute payment for any lead that does not include any valid contact information by providing proof that the contact information is invalid. All such disputes must be submitted via the client center within 30 calendar days after the date the lead in question is delivered to Manager, together with an electronic report identifying the disputed lead and the reason that such lead is disputed. Buildium will review disputed leads and


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For clarity, Manager's use of a lead, or any element of the lead information contained in such lead, will constitute Manager's acceptance thereof and payment will be due to Buildium for any such lead.

Unless otherwise approved by Buildium in writing, neither Manager nor Owner may use, purchase and/or bid on any pay-per-click advertising, premium search sponsorships or featured search listings involving any All Property Management-branded term, including without limitation, APM, All Property Management, and any similar names, common misspellings, combinations and arrangements of any of the foregoing (together, "APM Search Terms"). In addition, such prohibited APM Search Terms must be defined as a "negative match" when bidding on search engine traffic in connection with the promotion by Manager or Owner, directly or indirectly, of any services.

20. BUILDIUM RENT REPORTING

To the extent the Service provided to Owner include Rent Reporting Services ("Rent Reporting Services") selected by a resident, Owner acknowledges that Buildium will market such Rent Reporting Services to each resident and will maintain a direct relationship with each resident who elects to enroll in the Rent Reporting Services. Owner agrees to cooperate with Buildium to facilitate the provision of the Rent Reporting Services, and acknowledges that Owner and Buildium may enter into additional terms regarding such facilitation of the Rent Reporting Services. Owner agrees that provision of the Rent Reporting Services may involve the provision of resident data to national credit bureaus and other data providers, who may use such data for any lawful purpose. Accordingly, Owner acknowledges and agrees that Owner may have obligations under the Fair Credit Reporting Act ("FCRA") to such bureaus.



21. BUILDIUM REWARDS

To the extent the Services provided to Owner include Buildium Rewards, then the terms of this Section will apply. To qualify for Buildium Rewards, Owner must (i) as applicable, maintain an ePay-approved bank account or enable Rent Reporting Services for use by residents; and (ii) satisfy the minimum adoption threshold for each applicable offering as set forth in the [participation thresholds](#), which may be updated by Buildium from time-to-time in its discretion. Promotional credits are non-transferable, may only be applied to Buildium customer accounts that satisfy the promotion qualifications, and may only be applied to Owner's monthly or yearly invoice for Services, depending on plan type. Promotional credits will roll over from month-to-month during the Term if not used entirely, and may not be redeemed for cash or any other monetary considerations. Upon termination of the License Term, any such credits will be irrevocably forfeited by Owner. Buildium reserves the right to discontinue Buildium Rewards at any time. If Buildium discontinues Buildium Rewards, then any unused credits earned by Owner will be applied against Owner's next monthly or yearly invoice for Services, depending on plan type.

22. BUILDIUM AI

As part of the Services, Buildium may make available to Manager and Owner certain non-human, generative artificial intelligence models or tools (collectively, "Buildium AI") that are intended to assist with Property-related tasks. This may include, without limitation, (i) helping Manager and Owner draft various types of communications (including emails, text messages, templates and announcements) for the benefit of residents, applicants, prospects, owners, vendors and staff members; (ii) provision of supplemental in-app support services based on Buildium's Help Article database; (iii) population of data in certain files or documents; and (iv) assisting with certain Property descriptions for listings.

For clarity, Buildium AI is provided as a convenience only, does not provide any legal or other professional advice or review, and should not be relied on for such purposes. Manager and Owner understand, acknowledge and agree that (i) they are solely responsible for any and all Owner Data they insert into Buildium AI and any results created therefrom, (ii) Buildium is not responsible or liable in any way for any such Owner Data or results and (iii) Buildium AI may provide inaccurate, incomplete and inappropriate results that do not satisfy Manager's or Owner's needs or reflect Buildium's views. Manager and Owner must evaluate any such results for accuracy, comprehensiveness and appropriateness for their intended use, and should not rely on such results as conclusive or authoritative on any topic or for any reason. If Manager and Owner do not consent to the foregoing, then they may not use Buildium AI.


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administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. Owner acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, “Embargoed Countries”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “Designated Nationals”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, Owner represents and warrants that Owner is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Owner agrees to comply strictly with all U.S. and European Union export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

24. GENERAL TERMS



a. Notices.

i. Legal Notices. Any legal notices under the Agreement must be in writing and delivered either in person or by commercial overnight carrier to (i) Owner or Manager at the applicable address provided within the Buildium platform; and (ii) Buildium at 2201 Lakeside Boulevard, Richardson, Texas 75082, Attn: Chief Legal Officer. Notice will be considered given on the day personally delivered or one business day after sent by commercial overnight carrier. A party may update its notice address by written notice to the other parties given in accordance with this Section.

ii. Services Notices. Services-related notices or updates (e.g., relating to enhancements or other functionality-related matters) may be e-mailed to Owner or Manager at the email address(es) provided or posted in the Buildium platform.

b. Entire Agreement. The Agreement forms the parties’ entire agreement relating to any Services and supersedes all other prior or contemporaneous communications between the parties relating to the subject matter. No party is relying on any warranties, representations, promises or inducements not expressly stated in the Agreement.

c. Independent Contractors. The parties are independent contractors. Nothing in the Agreement will be deemed to create a joint venture, partnership, or agency between Manager and Buildium or Owner and Buildium. Neither Manager’s nor Owner’s employees will be considered to be agents or employees of Buildium. Neither Manager nor Owner is authorized to enter into any contracts or agreements or undertake any duties or obligations for or on behalf of Buildium without Buildium’s prior written consent.

d. Severability. If any provision of the Agreement is determined not to be enforceable, this will not affect the enforceability of any other provision of the Agreement.

e. Construction. Unless the context otherwise requires, whenever the words “including,” “include,” or “includes” are used in the Agreement, they will be deemed to be followed by the phrase “without limitation.”

f. Waivers. The only way a party may waive any of its rights under the Agreement is through a specific written waiver by its authorized representative. A waiver of one breach will not constitute a waiver of any other breach.

g. No Third Party Beneficiaries. The Agreement is between Buildium, Manager and Owner. Except to the extent expressly stated in the Agreement, the Agreement does not create any third party beneficiary rights.

h. Assignment. Neither Owner nor Manager may assign or delegate to any third party any of its respective rights or obligations under the Agreement without Buildium’s prior written permission, not to be unreasonably withheld.

i. Force Majeure. No party will be responsible for failure or delay of performance if caused by an act of God; act of war, hostility or sabotage; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions; pandemic or epidemic; or other event outside the reasonable control of the obligated party. This does not excuse Owner from its payment obligations under the Agreement.

j. Survival of Certain Provisions. The provisions of the Agreement relating to (i) any perpetual license or authorization, (ii) warranty disclaimer, (iii) indemnification, (iv) limitation of liability, (v) limitation of actions, (vi) entire agreement, (vii) ownership of intellectual property, (viii) confidentiality, and (ix) payment will survive the termination or expiration of the Agreement.

k. Governing Law and Venue. The Agreement is governed solely by the internal laws of the State of Texas, without



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receiving their respective written consent, issue a press release regarding Manager’s and Owner’s license of the Services. Buildium may use Manager’s and Owner’s trademarks and logos for such purposes, subject to reasonable use guidelines provided in advance to Buildium.

