



TERMS OF SERVICE

Updated July 27, 2018

- 1. Welcome to Magpie Property Management Software.** The following Terms of Service are between you and Magpie Systems LLC and constitute a legal agreement that governs your use of the Magpie Property Management Software product, software, services and website (known as “the Service”). You agree to these terms by using the product.
- 2. Description of the Service.** Magpie Property Management Software is an online property management system which can be accessed using any type of internet connectivity (dial-up to high-speed internet). Compatible devices: Mac, PC, iPhone or iPad (or any device with internet access).
- 3. Use of the Service.** When you accept these Terms of Service and complete the sign-up process, the Terms will automatically be in effect.

Account Security. The Service provides several options for security levels, which are fully customizable by you. You agree that you are responsible for keeping your password (and the passwords of employees you have given access to the Service) confidential and secure, and further understand that you are solely responsible and liable for any activities that occur.

No Resale of Service. You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

Backup of Content. You are responsible for backing up, to your own computer or other device, any important information that you store or access via the Service. Magpie Systems does not guarantee or warrant that any information you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

PCI Compliance. Our application and database servers are housed in secure, PCI-compliant data centers. Magpie complies with PCI guidelines regarding administrative credit card access and storing of credit card information.

- 4. Payment.** You agree to pay all fees and charges specified when you signed up for the Service and any part thereof. We require a credit card number in order to activate and/or pay for any fees related to the Service (as outlined below).

Fees. There is a one-time sign up fee of \$495 per account. In addition, a monthly subscription fee equal to 1% of the reservation receipts will be charged on or about the first of the following month (ie 1% of reservations completed during the month of December will be charged on or about January 1). This monthly fee will be capped at \$995/month. There is a minimum monthly charge of \$45/month.

Cancellations and Refunds. All fees and charges paid by you in relation to the Service are nonrefundable. If you wish to terminate this agreement, you need only to stop using the Service.

Additional Costs. In order to successfully use our software, you must maintain a QuickBooks Online account. There is a minimum package required (currently it is the QuickBooks Online Plus version), which is currently \$60/month. This fee must be paid by you directly to QuickBooks. We have no control over their pricing, so please be aware that this cost might increase over time.

5. **Trademark.** Magpie Systems, the Magpie Systems logo, Magpie Property Management Software, the Magpie Property Management Software logo and other Magpie Systems trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Magpie Systems LLC. in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.
6. **Software.** You acknowledge and agree that Magpie Systems and/or its licensors own all legal right, title and interest in and to the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

License. Magpie Systems grants you a personal, non-exclusive, non-transferable, limited license to use the Software as provided to you by Magpie Systems as a part of the Service and in accordance with these TOS; provided that you do not (and do not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Software.

7. **Termination.** You may terminate your account and/or stop using the Service at any time. To terminate your account contact us at Magpie Systems LLC, 877-466-8877 or

emchaley@magpiesystems.com. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by these TOS). Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges.

Termination by Magpie Systems. Magpie Systems may terminate or suspend all or a portion of your account and/or access to the Service. Cause for such termination shall include, but not be limited to: (a) violations of the TOS or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by Magpie Systems in its sole discretion, without any refund to you of any prepaid fees or amounts, and Magpie Systems will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Service.

Effects of Termination. Upon termination of your account you lose all access to the Service, but maintain a complete history of your QuickBooks accounts. Upon request, we can export your reservation and guest list in an excel spreadsheet file.

8. These Terms of Service constitute the entire agreement between you and Magpie Systems and govern your use of the Service. Magpie Systems has the right to change or amend these terms. If we do, you will be notified of these changes. If you continue using the Service after the date the change becomes effective, the new terms will apply to you. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Your signature below indicates your agreement to these Terms as stated.



Signature for Magpie Systems LLC

Signature

Company

Date