

Member Splash Terms of Service

At Member Splash our goal is to make the lives of our customers easier and that extends to our service contracts. We do our best to avoid the legalese and spell things out in plain English. A few legal conventions are unavoidable and the first is the use of bold type when referencing certain terms for the first time. They signify to you that a term has a specific meaning in the context of this agreement ("**Agreement**"). Just like that. This Agreement simply states our obligations to you; yours to us; and what happens in the event that either side finds itself unhappy down the road (for reasons related to our service, not general ennui.)

1. LET'S INTRODUCE OURSELVES

We Are: Member Splash, Inc., a provider of a Software as a Service ("**SaaS**") solution for managing swim club membership. SaaS means that rather than purchase our software, you pay a subscription fee for the right to use it. Throughout the rest of this agreement we refer to Member Splash, Inc. as "**Us**" or "**We**" and our SaaS solution as the "**Service.**"

You Are (Club Name): Tanyard Springs HOA, with a physical location at: 6920 Heritage Xing, Glen Burnie, MD 21060. We'll refer to you as "**Customer**" or "**You**" for the rest of this Agreement but rest assured, you'll never be just another client to us.

Member Splash
7 Buckman Way | Ladera Ranch, CA 92694
membersplash.com | support@membersplash.com

By signing this Agreement you are certifying that you wish to use our Service according to the terms that follow, and that the person signing on behalf of Customer is authorized to enter into this Agreement.

2. WHAT IT COSTS

Member Splash charges a flat annual fee for the use of the Service plus a one-time set up fee. Your rates are:

Annual Service Fee: \$ 2.000

One-time Setup Fee: \$ ~~0.500~~ **(Set up fee waived)**

Payment is due:

- In full at the time this Agreement is signed;
As stated in the attached Payment Schedule;
- At a mutually agreed to date;

This Agreement is effective as of the date provided by Customer's authorizing signature ("**Effective Date**") and will remain in effect for one (1) year. Thereafter this Agreement will automatically renew for subsequent terms ("**Term**") of one (1) year under the same terms and conditions unless:

1. Either party notifies the other of the intent to not renew at least 30 days prior to the date the Agreement is set to renew;
2. We make a change to this Agreement and notify you in writing (via mail or email) of those changes no less than 45 days prior to the date the Agreement is

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set to renew. Any failure on our part to properly notify you results in the current terms and conditions automatically remaining in place for a further Term;

Are there any other fees? Only if you need service above and beyond what is included in this Agreement. There are three possible situations in which that need might arise:

1. **Email:** The Service includes MailChimp Free bulk email plan which allows you to store up to 2,000 unique email address; send messages to up to 2,000 addresses within a 24-hour period; and send up to 10,000 messages per month. 98% of our customers fit comfortably within those limitations but if your club needs more you can upgrade to unlimited email addresses and sends for \$10 per month. That is something your club would do directly from your MailChimp account (we set one up for you if you don't already have one). Details on MailChimp pricing are here: <https://mailchimp.com/pricing/>
2. **Support:** The service includes:
 - a. Supported implementation: Our team will import your existing member data (as provided by your club in accordance with our data formatting instructions). We will configure your products, prices, membership or waitlist registration forms, and various other settings needed to get your club ready to start collecting dues and managing your membership;
 - b. Email Support: Online support is available by submitting a support request at support@membersplash.com

- c. **Live Webinars:** We regularly conduct live sessions with a technical support specialist covering specific areas of functionality that you, or anyone on your team, can attend for more detailed study of individual functions of the platform. These will include question and answer periods.
 - d. **General Training:** Our implementation team conducts group training sessions multiple times a month to familiarize your team with your new site. The purpose of these trainings is to formalize what you have learned in implementation or use as a training tool for new board members at the start of their term.
3. **Non-standard Support:** The Getting Help section below covers what we do for you on an ongoing basis under this Agreement. If you have needs that fall outside of that and we're able to accommodate them, that may involve an additional fee. In those cases we will always tell you that up front and provide a quote for your approval prior to doing any work.

3. WHAT YOU GET

We are constantly adding new features and making improvements to existing ones based on feedback from our clients. The features listed below are a baseline; you are guaranteed they will provide at least the degree of functionality presented when this Agreement is signed.

- A web page where your members can log into their accounts; manage their account information; view their payment history; and make payments;

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- A front desk check-in system your staff can use to look up members; verify their payment status; sell guest credits; record member and guest visits; take member pictures; and view a searchable log of visitors;
- The ability to add / edit member accounts and manage a waiting list and/or new member application process;
- The ability to view member payments and record payments made via paper check or made outside of our system;
- Financial, membership and visits reports with the ability to export data to CSV files for offline manipulation;
- Integrated MailChimp account for member communications with automatic synchronization of member data;
- Two forms; one for new member registration and a second for account updates. An unlimited number of forms are permitted on your site but they are self managed by your team.
- A Point of Sale system for managing snack purchases and merchandise sales (t-shirts, etc) with bill-to-account support.

Service also includes any improvements or new features as may be made during the Term of this Agreement.

4. GETTING STARTED

Along with this Agreement you'll receive a new client data form to collect the information we need to get your account set up. You'll return that form and a membership data file to be used for data import, formatted according to instructions

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we provide. We will import and set up all accounts and membership products according to the information you provide.

We will set up the Member Splash portal as a subdomain of Member Splash (ex: myclub.membersplash.com).

We will also:

- Implement Customer's logo (if provided) in the header of the portal;
- Set up a MailChimp "Forever Free" account for club emails or link to your existing MailChimp account if you have one;
- Create a basic email template for Customer emails;
- Set up a New Member Application form;
- Set up an Account Update form;
- Provide access to all of our online user guides, training courses and scheduled live training sessions.

5. GETTING HELP

Nothing is perfect in life (except Don Larsen in the '56 World Series) and that includes Member Splash. We strive to make our product as useful and reliable as possible and have a track record on both counts that we're quite proud of. But things do sometimes go wrong and when they do we're here to address them. Here's what you can expect in terms of support:

- **Something Is Broken:** If your front desk check-in isn't checking people in, that's broken and it's relatively mission critical. Send a support request to

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support@membersplash.com (that gets automatically forwarded to multiple support staff) with the word **Urgent** in the subject line. It will get tagged as a priority ticket and addressed asap. Our standard support hours are **noon - 9pm Eastern time, Monday - Friday** excluding holidays but we monitor and respond to priority tickets outside of those hours, especially around peak times for our customers like Memorial Day Weekend.

- **You Need Help:** Once your account is set up and you've completed initial training you should be able to manage things on a day-to-day basis. If you need help with something like setting up a new membership type, our User Guides and Tutorials at www.membersplash.com should cover what you're looking for.

Still stuck? Send a support request to support@membersplash.com and we'll point you in the right direction and answer any questions. But think of us as a tutor, not the kid you can pay to do your homework for you. We know it's tough to get volunteers these days and if what you really need is someone to manage Member Splash for your club let us know and we'll try to make a referral -- we've done that for a number of our current clients.

- **You'd Like a Change:** Member Splash can handle an awful lot of things but it can't handle every possible scenario. If there is something you'd like it to do, or do differently, we encourage you to let us know but please understand that change requests are just that: requests. You aren't paying for custom software

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development... but if you'd like to, we're happy to talk. We have written a number of customizations for clients and we'd be happy to discuss what you're hoping to accomplish and provide a quote if it is something we can deliver.

5. WHO OWNS WHAT?

Simply put, we own our Service and you own your data. You have the right to use the Service for as long as you are a paying customer in good standing including any materials we might create for you in conjunction with use of the Service, such as logos, email templates, etc. If Service is terminated for any reason, so is your right to use those things after the end of the current Term of Service.

You own your data -- your member data, membership agreements, email address lists, etc. We pledge that:

1. Unless we receive your prior written consent we will never access or use your data other than as necessary to provide the Service to you. We will never give any third party access to your data with the exception of such third party service providers (such as MailChimp) that we may contract with to provide the Service;
2. We will retain all of your data for the duration of this Agreement and any subsequent terms. We will maintain regular secure backups of that data. In the event that Service is terminated by either party we will retain your data and provide access until the end of the Term.

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6. DISPUTES & TERMINATING SERVICE

Despite everyone's best intentions, sometimes in life things just don't work out. We believe in our product and service which is why we only do one-year contracts; it's on us to keep earning your business. But what happens if you feel that we're not providing what we promised?

First, open a ticket via support@membersplash.com. We can't provide our best support if an issue isn't entered into the system for our team to address. If the issue is an interruption of service due to anything other than force majeure (an Act of God -- ex, hurricane) it is covered by our Service Level Agreement ("**SLA**") which you can find here: <https://membersplash.com/service-level-agreement/>

In the event of a material breach of Service ("**Breach**") -- defined as a failure of the Service to work *as designed* in such a way that it critically impacts your business and for which there is no reasonable short term work around -- we pledge to have it corrected within three (3) days of notification via support ticket or you will receive service credit for time impacted starting from when the initial support ticket is received.

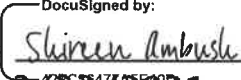
If a situation were to arise where you felt the need to pursue legal recourse please be aware that we are governed by the laws of the State of California and in signing this Agreement you agree that the State of California courts will have sole jurisdiction.

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7. LIMITATIONS OF LIABILITY

Neither party shall be liable to the other party for exemplary, punitive, special, incidental, indirect or consequential damages including without limitation, interruption of business, lost profits, lost or corrupted data or content, lost revenue arising out of this agreement (including without limitation the service, the use of the service or the inability to use service), even if the party has been advised of the possibility of such damages.

Accepted and Agreed

Club Name: Tanyard Springs HOA
By: Shireen Ambush Title: Property Manager
Signature: 
Date: 3/22/2021

Member Splash

By: James Currie

Signature: _____
Title: President

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Certificate Of Completion

Envelope Id: FD479976DEDD4941AFC93778D0A1766	Status: Completed
Subject: Please DocuSign: Your Tanyard Springs HOA Member Splash Essentials Service Agreement	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Member Splash
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	7 Buckman Way
	Ladera Ranch, CA 92694
	signup@membersplash.com
	IP Address: 73.172.27.11

Record Tracking

Status: Original	Holder: Member Splash	Location: DocuSign
3/22/2021 1:15:10 PM	signup@membersplash.com	

Signer Events

Shireen Ambush
 sambush@abarisrealty.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 42FC36477A5E49D...

Timestamp

Sent: 3/22/2021 1:22:01 PM
 Viewed: 3/22/2021 1:50:29 PM
 Signed: 3/22/2021 1:51:02 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 96.231.175.48

Electronic Record and Signature Disclosure:
 Accepted: 11/23/2020 3:52:44 PM
 ID: 5cbe2e57-5689-4638-8189-a7289f6b2c6d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Kaitlyn Ambush
 kambush@abarisrealty.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/22/2021 1:22:02 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Nick Hardt
 nick@membersplash.com
 Mr.

COPIED

Sent: 3/22/2021 1:22:02 PM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 2/18/2021 12:46:49 PM
 ID: 53575156-98c1-406f-8b07-96e287f01bd4

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/22/2021 1:50:29 PM
Signing Complete	Security Checked	3/22/2021 1:51:02 PM
Completed	Security Checked	3/22/2021 1:51:02 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
