

# Terms and Conditions



**Effective Date:** May 25, 2025

Welcome to **DS Property Management** ("we," "our," or "us"). These Terms and Conditions ("Terms") govern your access to and use of our website and services, including the purchase of any service package, use of user accounts, and related features. By using our platform, you agree to be bound by these Terms.

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## 1. Definitions

- **"User"**: Any individual or business accessing or using the site.
  - **"Service"**: Maintenance and subscription services offered by DS Property Management, including services under Border 2 Border and SplashZone Pools.
  - **"Package"**: A defined set of services available via subscription, including Silver and Gold levels.
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## 2. Eligibility

You must be at least 18 years old to register for an account or purchase services. To sign up for any service package, you must be the bill payer for the property, of adult age, and responsible for the upkeep and maintenance of the property associated with the subscription. By registering, you represent and warrant that you meet these requirements and have the authority to bind any company or organization you represent.

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## 3. Account Registration

Users must provide accurate and complete information during registration. You are responsible for safeguarding your login credentials and all activities under your account.

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## 4. Service Packages & Payment

- Service packages are billed monthly via Stripe.
  - Payment must be received before services are activated.
  - Users will receive an email confirmation for all subscription activations and renewals.
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## 5. Cancellation & Refunds

- Subscriptions may be cancelled any time by contacting the office, giving a 30 day notice period.
- Cancellations must be made at least 5 business days before the next billing cycle.
- Refunds are granted only if DS Property Management fails to provide contracted services.

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## 6. Property Association

- Each service subscription must be linked to a valid service property.
  - Users are responsible for maintaining accurate property and contact information.
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## 7. User Responsibilities

You agree not to:

- Provide false information during registration or use;
  - Use the platform for any unlawful or unauthorized activities;
  - Interfere with the operation of the website or services.
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## 8. Intellectual Property

All website content, including logos, text, images, and software, is owned by or licensed to DS Property Management. Unauthorized use, reproduction, or distribution is prohibited.

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## 9. Limitation of Liability

DS Property Management is not liable for indirect or consequential damages arising from the use or inability to use our services. Our liability is limited to payments made in the 3 months before the event causing the claim.

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## 10. Termination

We may suspend or terminate your account if:

- You breach these Terms;
  - Fraud or misuse is detected;
  - Payments are not made on time.
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## 11. Modifications

We may update these Terms at any time. Continued use of services after changes constitutes acceptance. Major changes will be communicated via email or website notification.

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## 12. Governing Law

These Terms are governed by Florida State law. Any disputes must be resolved in courts located in Florida.

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### 13. Acceptance of Terms

By selecting a service package and property, you confirm that:

- You accept these Terms and Conditions;
  - You have reviewed the service details;
  - You have downloaded or received a copy of these Terms.
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### 15. Issues and Dispute Resolution

If you have any problems or concerns regarding the work or services provided under your service package, please contact DS Property Management promptly with full details of the issue.

Upon receipt of a complaint, DS Property Management will conduct a thorough investigation to assess the matter. We aim to resolve issues fairly and transparently within 30 business days of receiving the complaint.

The decision resulting from this investigation will be communicated in writing and will be considered final and binding.

If you disagree with the decision, you may submit a formal appeal within 14 calendar days of the decision notification. The appeal must include any new evidence or information relevant to the dispute.

An independent senior manager or designated appeals officer, who was not involved in the initial investigation, will review the appeal and issue a final determination within 30 business days.

Please note that all decisions made by the appeals officer are final, and no further internal appeals will be considered.

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### 14. Contact Information

For all Contact requirements, questions or concerns, please contact us at:

**DS Property Management**

Email: [support@dspropertymanagement.com](mailto:support@dspropertymanagement.com)

Phone: (407) 555-1234

Address: 1234 Palm Street, Orlando, FL 32801, USA